



# The Knox School Enterprise Agreement 2023

Your IEU-negotiated Agreement  
covering your pay and conditions



# 7 REASONS TO JOIN THE IEU

## JOIN THE COLLECTIVE VOICE

The IEU is the advocate and professional voice for staff employed in non-government education. Add your voice to 20,000 others across Victoria and Tasmania. IEU members stand with nearly 2 million working people in the Australian union movement, campaigning for better working conditions and a fairer future for all. Generations of unionists won the conditions we have today, and there is much more we can achieve together.

## BE PROTECTED

The IEU has a team of in-house experts who know our industry better than anyone. For any workplace matter, including workload or payment issues, VIT/TRB matters, disputes or workplace injuries, we provide specialist legal and industrial assistance and representation to IEU members. Members are also protected by our \$10,000,000 professional indemnity and legal liability insurance.

## STAND TOGETHER FOR BETTER CONDITIONS

Through our collective bargaining strength, we negotiate major improvements in the pay and conditions of staff employed in non-government education. Don't watch from the sidelines, join today — your membership will help improve our industry and our working conditions.

## BE EMPOWERED

Members have access to free expert support on all aspects of their employment conditions and rights. Whether you need help with a contract, classification, workload, employment entitlement or occupational health and safety issue, we are here for you.

## DEVELOP YOUR CAREER

Through the IEU Learning Hub, members can access free live webinars on a huge range of relevant topics and our catalogue of on-demand seminars. We also host regular conferences on targeted topics as well as for specific membership cohorts including CRTs and Early Career Teachers, and run specialised training for Health and Safety Reps, Sub-branch Reps and Bargaining Reps.

## IMPROVE OUR INDUSTRY

The IEU is a strong advocate for the needs of our sector. On matters including funding, curriculum, employee rights, registration and accreditation, we are an effective voice to governments and policy makers. Together, we can make our schools better places to work and better places to learn.

## GET A GREAT DEAL

Put your membership to work with exclusive access to great value, not-for-profit health insurance through Teachers Health, and big savings on everything from shopping vouchers, movies, petrol, car hire, whitegoods purchasing, dining and travel.





# DECISION

*Fair Work Act 2009*  
s.185—Enterprise agreement

**The Knox School Limited**  
(AG2023/4523)

## THE KNOX SCHOOL ENTERPRISE AGREEMENT 2023

Educational services

DEPUTY PRESIDENT BELL

MELBOURNE, 7 DECEMBER 2023

*Application for approval of The Knox School Enterprise Agreement 2023.*

[1] An application has been made for approval of an enterprise agreement known as *The Knox School Enterprise Agreement 2023* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act) by the employer The Knox School Limited. The Agreement is a single enterprise agreement.

[2] The *notification time* for the Agreement under s.173(2) was 23 May 2022 and the Agreement was *made* on 10 November 2023. Accordingly, the *genuine agreement* requirements are assessed under the Act as those applying before 6 June 2023 and the *better off overall test* is that applying on and from 6 June 2023.<sup>1</sup>

[3] The employer has provided written undertakings. A copy of the undertakings is attached in Annexure A. I am satisfied that the undertakings will not cause financial detriment to any employee covered by the Agreement and that the undertakings will not result in substantial changes to the Agreement. Pursuant to s.201(3), the undertakings are taken to be a term of the Agreement.

[4] Subject to the undertakings referred to above, I am satisfied that each of the requirements of ss.186, 187, 188, 190, 193 and 193A as are relevant to this application for approval have been met. The Agreement does not cover all of the employees of the employer. However, taking into account the factors in sections 186(3) and (3A), I am satisfied that the group of employees was fairly chosen.

---

<sup>1</sup> The *Fair Work Legislation Amendment (Secure Jobs, Better Pay) Act 2022* (Cth) made a number of changes to enterprise agreement approval processes in Part 2-4 of the Fair Work Act. Those changes broadly commenced operation on 6 June 2023, subject to various transitional arrangements that included those to effect described above.

[5] The Independent Education Union of Australia (IEUA), being a bargaining representative for the Agreement, has given notice under s.183 of the Act that it wants the Agreement to cover it. In accordance with s.201(2) I note that the Agreement covers the organisation.

[6] The Agreement was approved on 7 December 2023 and, in accordance with s.54 of the Act, will operate from 14 December 2023. The nominal expiry date of the Agreement is 30 June 2026.



DEPUTY PRESIDENT

Printed by authority of the Commonwealth Government Printer

<AE522631 PR769136>

## Annexure A

**IN THE FAIR WORK COMMISSION**

FWC Matter No.:  
AG2023/4523

Applicant:  
The Knox School Limited

Section 185 – Application for approval of a single enterprise agreement

**Undertaking – Section 190**

I, Nicola Joanne Kirkup, Principal and Chief Executive have the authority given to me by The Knox School Limited to give the following undertakings with respect to The Knox School Enterprise Agreement 2023 ("the Agreement"):

- The Knox School undertakes to apply the following salary table at Sch.4B.1 replacing the equivalent table in the Agreement, as follows:

**SCHEDULE 4B SALARIES (WELLBEING PERSONNEL)**

**4B.1** Wellbeing Personnel employed full time, term time only, is entitled to be paid not less than the following annual salary relevant to the Employee's classification.

Schedule 4B - Salaries (Wellbeing Personnel)				
Level	1 Feb 2023	1 Feb 2024	1 Feb 2025	1 Feb 2026
<b>Wellbeing Personnel – Clinicians</b>				
School Nurse (Sole) Level 1	\$64,684	\$66,625	\$68,624	\$69,996
School Nurse (Sole) Level 2	\$71,315	\$73,454	\$75,658	\$77,171
<b>Wellbeing Personnel – Mental Health Professionals</b>				
School Counsellor or Youth Worker	\$67,073	\$69,085	\$71,158	\$72,581
School Psychologist – Level 1	\$69,003	\$71,073	\$73,205	\$75,401
School Psychologist – Level 2	\$77,786	\$80,120	\$82,523	\$84,174

The Knox School  
220 Burwood Highway  
Wantirna South 3152  
Victoria Australia

Postal Address  
PO Box 4508 Knox City  
Wantirna 3152  
Victoria Australia

Tel +61 3 8805 3800  
Fax +61 3 9887 1850  
Email info@knox.vic.edu.au  
Web www.knox.vic.edu.au

CRICOS Provider No. 00151G  
The Knox School Limited  
Registered School No. 1841  
A.B.N. 16 095 158 222

This undertaking is provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.

  
\_\_\_\_\_  
Signature

04/12/2023  
\_\_\_\_\_  
Date



The Knox School  
www.knox.vic.edu.au

## THE KNOX SCHOOL ENTERPRISE AGREEMENT 2023

### PART 1: APPLICATION AND OPERATION OF THE AGREEMENT

#### 1. Title

This Agreement is to be known as The Knox School Enterprise Agreement 2023 (the Agreement) and is a single enterprise agreement made pursuant to s.172(2) of the Fair Work Act 2009 (Cth.) (the Act).

#### 2. Arrangement

The Agreement is arranged as follows.

PART 1: APPLICATION AND OPERATION OF THE AGREEMENT .....	1
1. Title .....	1
2. Arrangement .....	1
3. Commencement Date and Period of Operation .....	4
4. Parties Bound.....	4
5. Relationship to Awards.....	4
6. The National Employment Standards .....	4
7. Definitions .....	4
8. Dispute Resolution .....	6
9. No Further Claims .....	7
10. Terms of Employment .....	7
11. Consultative Committee .....	7
12. Agreement Flexibility .....	8
PART 2: CONDITIONS OF EMPLOYMENT FOR ALL EMPLOYEES COVERED BY THE AGREEMENT .....	9
13. Modes of Employment.....	9
14. Minimum Employment Period.....	11
15. Remuneration Packaging .....	12
16. Superannuation.....	12
17. Payment Arrangements.....	12
18. Personal/Carer's Leave.....	12
19. Discretionary Leave.....	13
20. Compassionate Leave.....	14

21. Infectious Diseases Leave.....	15
22. Public Holidays.....	15
23. Parental Leave.....	15
24. Long Service Leave.....	17
25. Leave Without Pay.....	18
26. Accident Compensation and Accident Make-up Pay.....	18
27. Withholding of Monies.....	19
28. Consultation About Change.....	19
29. Performance or Conduct Management.....	21
30. Variation to a Part Time Employee's Teaching Load or Hours of Work.....	23
31. Redundancy.....	23
32. Annual Leave Loading.....	25
33. Meal Allowance.....	25
34. School Fees/Staff Discounts.....	25
35. Further Study.....	25
36. Breakage and Loss.....	25
37. Protective Clothing.....	25
38. Jury Service Leave.....	26
39. Examination Leave.....	26
40. Qualification Conferral Leave.....	26
41. Statement of Employment.....	26
42. Leave to Deal With Family and Domestic Violence.....	26
PART 3 CONDITIONS OF EMPLOYMENT FOR TEACHERS.....	28
43. Classifications and Salaries.....	28
44. Hours of Work.....	28
45. Non Term Weeks.....	30
46. Annual Leave.....	31
47. Notice of Termination.....	31
48. Responsibility for Student Teachers.....	32
PART 4 CONDITIONS OF EMPLOYMENT FOR GENERAL STAFF EMPLOYEES IN RECEIPT OF SCHOOL HOLIDAYS.....	32
49. Classifications and Salaries.....	32
50. Hours of Work.....	32
51. Annual Leave.....	32
52. School Holidays.....	33
53. Allowances.....	33
54. Notice of Termination.....	33
PART 5 CONDITIONS OF EMPLOYMENT FOR GENERAL STAFF EMPLOYEES NOT IN RECEIPT OF SCHOOL HOLIDAYS.....	34



55. Classifications and Salaries.....	34
56. Ordinary Hours of Work.....	34
57. Annual Leave .....	35
58. Cashing out Annual Leave .....	35
59. Leave Without Pay During Non-Attendance Weeks.....	36
60. Allowances .....	37
61. Notice of Termination .....	37
PART 6 CONDITIONS OF EMPLOYMENT FOR HEADS OF SCHOOL AND DIRECTORS OF DEPARTMENTS.....	38
62. Classifications and Salaries.....	38
63. Hours of Work .....	38
64. Annual Leave .....	38
65. Notice of Termination .....	38
PART 7 CONDITIONS OF EMPLOYMENT FOR MUSIC TUTORS .....	39
66. Hours of Work .....	39
67. Annual Leave .....	39
68. School Holidays.....	40
69. Notice of Termination .....	40
SCHEDULE 1A TEACHER CLASSIFICATION STRUCTURE .....	42
SCHEDULE 1B SALARIES (TEACHERS).....	43
SCHEDULE 2A CLASSROOM AND CURRICULUM RESOURCES OR SERVICES CLASSIFICATION STRUCTURE.....	44
SCHEDULE 2B SALARIES (CLASSROOM AND CURRICULUM RESOURCES OR SERVICES EMPLOYEES WITH SCHOOL HOLIDAYS ENGAGED UNDER PART 4).....	47
SCHEDULE 2C SALARIES (CLASSROOM AND CURRICULUM RESOURCES OR SERVICES EMPLOYEES ENGAGED UNDER PART 5) .....	49
SCHEDULE 3A ADMINISTRATION & MAINTENANCE PERSONNEL CLASSIFICATION STRUCTURE .....	51
SCHEDULE 3B SALARIES (ADMINISTRATION & MAINTENANCE PERSONNEL) .....	52
SCHEDULE 4A WELLBEING PERSONNEL CLASSIFICATION STRUCTURE .....	53
SCHEDULE 4B SALARIES (WELLBEING PERSONNEL).....	54
SCHEDULE 5A ICT PERSONNEL CLASSIFICATION STRUCTURE .....	55
SCHEDULE 5B SALARIES (ICT PERSONNEL) .....	56
SCHEDULE 6A POSITIONS OF RESPONSIBILITY STRUCTURE.....	57
SCHEDULE 6B POSITIONS OF RESPONSIBILITY ALLOWANCES .....	57
SCHEDULE 7A SALARIES AND CLASSIFICATION STRUCTURE FOR MUSIC TUTORS.....	58
SCHEDULE 7B CASUAL RATES OF PAY (MDPL LESSONS).....	58

**3. Commencement Date and Period of Operation**

Where the Agreement passes the better off overall test, the Agreement will be operative from the seventh day after it is approved by the Fair Work Commission in accordance with s.54 of the Act.

The nominal expiry date of the Agreement is 30 June 2026.

**4. Parties Bound**

- 4.1 This Agreement applies to Teachers and General Staff Employees employed by the Employer except those Employees specified in sub clause 4.2.
- 4.2 This Agreement does not apply to persons employed as a Principal, Associate Principal, Chief Financial Officer or as a Sports Coach.
- 4.3 Part 1 and Part 2 of this Agreement apply to all Employees covered by the Agreement. Parts 3, 4, 5, 6 and 7 of this Agreement apply to Employees as specified.

**5. Relationship to Awards**

This Agreement operates to the complete exclusion of all Awards which would otherwise apply to any of the Employees covered by this Agreement.

**6. The National Employment Standards**

- 6.1 The National Employment Standards (NES) as contained in Part 2-2 of the Act are the minimum entitlements to which an Employee covered by this Agreement is entitled. This Agreement may provide ancillary or supplementary terms in respect of the NES.
- 6.2 This Agreement will be read and interpreted in conjunction with the NES. Where there is an inconsistency between this agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.
- 6.3 This Agreement provides enterprise specific detail where it deals with a matter provided for in the NES.

**7. Definitions**

Act	means the <i>Fair Work Act 2009</i> (Cth) or its successor
Attendance Time	means all days of the School Year less the Non-Term Weeks
Awards	means the <i>Educational Services (Teachers) Award 2020</i> and the <i>Educational Services (Schools) General Staff Award 2020</i> or their successors
Casual Employee	means an Employee employed pursuant to clause 13.4 of this Agreement
Commission	means the Fair Work Commission or its successor
ELC Teacher	means a person (other than a Director of an early childhood centre, by whatever name called) who is employed to teach children in the early childhood programme
Employee	means a person covered by this Agreement
Employer	means The Knox School Limited ABN 16 095 158 222

Experience	means experience of teaching after achieving the qualifications necessary for registration as a teacher and will be deemed to have commenced at the date on which a 'qualified' person first receives a teaching appointment
Fixed Term Employee	means an Employee employed pursuant to clause 13.4 of this Agreement
Full Time Employee	means an Employee employed pursuant to clause 13.1 of this Agreement
General Staff Employee	<p>means</p> <p>Classroom and Curriculum Resources or Services – being an Employee whose principal duties are to provide support to teachers and students, support curriculum related services such as librarian, educational assistants, teacher assistants, library assistants and technicians, laboratory technician and hospitality assistants.</p> <p>Administration Personnel – being an Employee whose principal duties are in the functional areas of the School's business operations such as registrar, administration, finance, marketing, fundraising, public relations, reception, executive assistants, human resource and payroll administration.</p> <p>Maintenance Personnel – being an Employee whose principal duties are to support the other services of the School such as a maintenance officer, bus driver and gardener.</p> <p>Wellbeing Personnel – being an Employee whose principal duties are to support the health and wellbeing of students and staff such as nurse, school psychologist and counsellor.</p> <p>ICT Professionals – being an Employee whose principal duties are to carry out professional IT duties to support students and staff such as systems administrator, essential applications officer, audio visual/multimedia technician and IT support officer.</p> <p>Music Tutors – being an Employee who principal duties are to provide music instruction and tuition to students in either an individual and or/group environment.</p>
Immediate Family	<p>means</p> <p>spouse (including a former spouse, a de facto spouse and a former de facto spouse) of the Employee. A de facto spouse means a person who lives with the Employee as their husband or wife on a bona fide domestic basis, (whether the Employee and the person are of the same sex or difference sexes) although not legally married to the Employee; and</p> <p>child or an adult child (including an adopted child, a stepchild or an ex-nuptial child), a parent, a grandparent, grandchild or sibling of the Employee or spouse of the Employee</p>
LSL Act	means the <i>Long Service Leave Act 2018</i> (Vic), or its successor
MDPL	means Music Department Private Lessons
NES	means the National Employment Standards as contained in Part 2-2 of the Act

Non Term Weeks	means a period of time that will be announced in advance of the new School Year and will not be less than the school holidays mandated by the Victorian government for Victorian government teachers (less 4 weeks' annual leave)
Part Time Employee	means an Employee employed pursuant to clause 13.2 of this Agreement
Permission to Teach Teacher	means a person who is granted Permission to Teach by the Victorian Institute of Teaching pursuant to the <i>Education and Training Reform Act 2006 (Vic.)</i> and is engaged to undertake the duties of a Teacher, which includes the delivery of the School's educational program and the assessment of student participation in the educational program
Principal	means Principal of The Knox School or their nominee
Registered Health Practitioner	means a person registered under the <i>Health Practitioners Regulation National Law (Victoria) Act 2009</i>
Registered Medical Practitioner	means a person who is qualified to practise medicine in Australia and who is registered with the Medical Board of Australia
School	means The Knox School Limited ABN 16 095 158 222 trading as The Knox School
School Holidays	means a period of holidays as determined by the Employer and announced prior to the commencement of a new School Year. School Holidays will not be less than those mandated by the Victorian government for Victorian government schools
School Year	means the twelve months from the first day that Employees are required to attend the School for the new educational year
Teacher	means a person who holds Full or Provisional Registration granted by the Victorian Institute of Teaching pursuant to Division 3 of Part 2.6 of Chapter 2 of the <i>Education and Training Reform Act 2006 (Vic.)</i> and is employed to teach. This definition includes an Early Childhood Teacher and a qualified teacher librarian but does not include a person employed as a Principal, a Deputy Principal, a Head of School or a Director of a Department by whatever name called
VIT	means the Victorian Institute of Teaching
WIRC Act	means the <i>Workplace Injury Rehabilitation and Compensation Act 2013 (Vic)</i> or its successor

## 8. Dispute Resolution

- 8.1 If a dispute relates to:
- a) a matter arising under the agreement, other than a matter relating to cl.44.10.2; or
  - b) the National Employment Standards;
- this term sets out procedures to settle the dispute.
- 8.2 An Employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this term.
- 8.3 In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the Employee or Employees and relevant supervisors and/or management.

- 8.4 If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to The Fair Work Commission.
- 8.5 The Fair Work Commission may deal with the dispute in 2 stages:
- a) the Fair Work Commission will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
  - b) if the Fair Work Commission is unable to resolve the dispute at the first stage, the Fair Work Commission may then:
    - (i) arbitrate the dispute; and
    - (ii) make a determination that is binding on the parties.
- Note: If Fair Work Commission arbitrates the dispute, it may also use the powers that are available to it under the Act.*
- A decision that Fair Work Commission makes when arbitrating a dispute is a decision for the purpose of Div 3 of Part 5.1 of the Act. Therefore, an appeal may be made against the decision.*
- 8.6 While the parties are trying to resolve the dispute using the procedures in this term:
- a) an Employee must continue to perform their work as they would normally unless they have a reasonable concern about an imminent risk to their health or safety; and
  - b) an Employee must comply with a direction given by the employer to perform other available work at the same workplace, or at another workplace, unless:
    - (i) the work is not safe; or
    - (ii) applicable occupational health and safety legislation would not permit the work to be performed; or
    - (iii) the work is not appropriate for the employee to perform; or
    - (iv) there are other reasonable grounds for the employee to refuse to comply with the direction.
- 8.7 The parties to the dispute agree to be bound by a decision made by Fair Work Commission in accordance with this term.

## 9. No Further Claims

The parties to the Agreement undertake that there will be no further claims over matters encompassed by the Agreement for the term of the Agreement.

## 10. Terms of Employment

All Employees, other than Casual Teachers, will be provided with a letter of appointment upon engagement. The letter will detail the commencement date (and cessation date if employment is for a fixed term), general duties, employment status (i.e., Full Time, Part Time or Casual), salary and hours of attendance (where applicable).

## 11. Consultative Committee

- 11.1 The Consultative Committee consists of representatives of management and staff and is committed to co-operating positively to increase the efficiency, productivity and competitiveness of the School.
- 11.2 The committee will include three (3) representatives nominated by the Employer, two of whom shall be the Principal and the Chief Financial Officer, and three (3) staff representatives, who are employees of the school, nominated by the Employees.

- 11.3 The role of the Consultative Committee is to:
- a) provide an avenue of communication between staff and management on employment related matters;
  - b) ensure that mechanisms are established by management and staff to implement the aims of this Agreement; and
  - c) provide a forum that investigates, consults and/or recommends to management on all matters referred to it by management and/or staff. Such matters might include the nature, role and tenure of the positions of responsibility covered by this Agreement, the method of appointment to these positions and the extent or not of the time release involved, the provision of appropriate time release for particular Teachers to complete report writing duties and other workload related issues.
- 11.4 Should any change to the Staff Handbook be proposed, the proposed change must first be discussed by the Consultative Committee and will only proceed subject to 11.7.
- 11.5 The Consultative Committee will normally meet once per semester, but may meet more regularly if needs be. Any member of the Consultative Committee may call a meeting provided the conditions of 11.6 are met.
- 11.6 Agenda items for all meetings of the Consultative Committee must be circulated by the person convening the meeting of the Consultative Committee at least five working days prior to a meeting being held.
- 11.7 The Consultative Committee should endeavour to reach consensus around any issue, but should consensus not be reached, then the Consultative Committee can by means of a majority vote make recommendations to the Principal around any matter raised. If the Principal decides not to accept the recommendations of the Consultative Committee, then the Principal will provide all staff with a written explanation as to why the recommendation of the Consultative Committee has been refused.

## 12. Agreement Flexibility

- 12.1 An Employer and Employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement if:
- a) the Agreement deals with one or more of the following matters:
    - (i) arrangements about when work is performed;
    - (ii) overtime rates;
    - (iii) penalty rates;
    - (iv) allowances;
    - (v) leave loading; and
  - b) the arrangement meets the genuine needs of the Employer and Employee in relation to one or more of the matters mentioned in paragraph a);
  - c) the arrangement is genuinely agreed to by the Employer and Employee.
- 12.2 The Employer must ensure that the terms of the individual flexibility arrangement:
- a) are about permitted matters under s.172 of the Act; and
  - b) are not unlawful terms under s.194 of the Act; and
  - c) result in the Employee being better off overall than the Employee would be if no arrangement was made.

- 12.3 The Employer must ensure that the individual flexibility arrangement:
- a) is in writing; and
  - b) includes the name of the Employer and Employee; and
  - c) is signed by the Employer and Employee and if the Employee is under 18 years of age, signed by a parent or guardian of the Employee; and
  - d) includes details of:
    - (i) the terms of the Agreement that will be varied by the arrangement; and
    - (ii) how the arrangement will vary the effect of the terms; and
    - (iii) how the Employee will be better off overall in relation to the terms and conditions of their employment as a result of the arrangement; and
    - (iv) states the day on which the arrangement commences.
- 12.4 The Employer must give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 12.5 The Employer or Employee may terminate the individual flexibility arrangement:
- a) by giving no more than 28 days written notice to the other party to the arrangement; or
  - b) if the Employer and Employee agree in writing — at any time.

## **PART 2: CONDITIONS OF EMPLOYMENT FOR ALL EMPLOYEES COVERED BY THE AGREEMENT**

### **13. Modes of Employment**

The Employer may employ a Full Time, Part Time, Fixed Term or Casual Employee. The Employer may direct an Employee to perform such duties as are within the limits of the Employee's skill, competence and training.

#### 13.1 Full Time Employee

13.1.1 The Employer may engage an Employee on a full time basis in accordance with this Agreement.

#### 13.2 Part Time Employee

13.2.1 The Employer may employ an Employee on a part time basis in accordance with this Agreement.

13.2.2 The Employer will set out in writing the part time hours required upon the engagement of the Employee and at any other time when a permanent variation occurs. For a Part Time Teacher, the Employer will set out in writing the duties and number of hours required (including face-to-face teaching hours) to be undertaken. This provision does not apply to Music Tutors.

13.2.3 A Part Time Teacher will be paid pro rata of the rate that the Teacher would be entitled to receive as a Full Time Teacher and is entitled to all entitlements on a pro rata basis on the specified hours in clause 13.2.2. The pro rata annual salary is calculated using the following formula. For the purpose of this formula, a Full Time Teacher's face-to-face teaching hours are deemed to be 21 hours for primary, 18.75 hours for secondary and 28 hours for early childhood.

$$\frac{\text{hours of face-to-face teaching}}{\text{hours of Full Time Teacher's face-to-face teaching}} \times \text{annual salary}$$

13.2.4 A Part Time Teacher will undertake a proportionate number of other duties normally expected of a Full Time Teacher.

### 13.3 Fixed Term Employee

13.3.1 The Employer may employ an Employee to work on a replacement basis or for a specified period of time as full time or part time:

- a) to replace one or more Employees who are on leave;
- b) to undertake a specified project for which funding has been made available;
- c) to undertake a specified task which has a limited period of operation;
- d) to replace an Employee whose employment has terminated after the commencement of the School Year. The period of the appointment must not exceed the end of that School Year; or
- e) to replace an Employee who provided notice of termination of employment after the commencement of Term 4. The period of the appointment must not exceed the end of the following School Year.

13.3.2 A Fixed Term Employee is entitled to the benefits of this Agreement on a pro rata basis where the Employee is employed part time or where the Employee has been employed for a period of less than 12 months.

13.3.3 Before employing a Fixed Term Employee on a replacement basis, the Employer will inform the Fixed Term Employee of:

- a) the reason for the fixed nature of the employment;
- b) the date of commencement of the employment;
- c) the benefits which are applicable under this Agreement; and
- d) the rights of any Employee being replaced.

13.3.4 The termination of employment of a Fixed Term Teacher will be by the expiry of the period of employment or in accordance with the appropriate notice of termination provisions in the applicable notice of termination provisions. In respect of a Fixed Term Employee replacing an Employee on parental leave, the notice of termination provisions under clause 47.1.3 will apply.

13.3.5 A Fixed Term Employee is not entitled to any of the following benefits under this Agreement:

- a) notice of termination (where the date of cessation of employment is stated at the time of appointment)
- b) paid parental leave (where the employee has been engaged on a fixed term contract for less than 30 consecutive months)
- c) redundancy.

### 13.4 Casual Employee

13.4.1 The Employer may employ an Employee as a Casual Employee in accordance with this Agreement.

13.4.2 A Casual Employee is entitled to the casual rate of pay specified in applicable Schedule. This rate of pay includes a loading in lieu of paid leave entitlements.

13.4.3 The Employer will engage a Casual Teacher for a full day or a half day.

13.4.4 A Casual Employee is not entitled to any of the following benefits under this Agreement:

- a) notice of termination of employment;



- b) redundancy;
- c) remuneration packaging;
- d) annual leave;
- e) school holidays;
- f) non term weeks;
- g) leave loading;
- h) paid personal/carer's leave;
- i) paid compassionate leave;
- j) paid parental leave;
- k) accident make-up pay;
- l) infectious diseases leave;
- m) school fees/staff discounts;
- n) further study;
- o) discretionary leave;
- p) examination leave; and
- q) qualification conferral leave

13.4.5 A Casual Employee is entitled to unpaid carer's leave, unpaid parental leave and long service leave, where eligible.

13.4.6 An Employer must not employ a Casual Teacher, in such a capacity for more than fifteen consecutive school days. By mutual agreement, employment may be for up to one school term, where the days are consecutive.

13.4.7 An Employer must not employ a casual Classroom or Curriculum Resources or Services, for longer than two concurrent school terms on relieving work or to complete a fixed project, or for less than 38 hours per week or an average thereof per fortnight or month on work of an ongoing nature which involves the performance of a regular number of hours per week or over the averaging period.

#### 14. Minimum Employment Period

14.1 An Employee's employment is contingent upon the satisfactory completion of a six month minimum employment period, as defined by the Act.

14.2 If the Employer is to terminate the employment of an Employee during the minimum employment period, the Employer does not need to provide the applicable notice of termination and does not need to comply with clause 29.

14.3 If the Employer is to terminate the Employee within the minimum employment period, the Employee is entitled to notice prescribed as follows or payment in lieu of notice.

Employee	Period of Notice
Teachers	4 weeks' notice
All other employees	1 week's notice

14.4 If the Employee resigns within the minimum employment period, the Employee is required to give the same notice required of the Employer in 14.3 above.

## 15. Remuneration Packaging

- 15.1 Upon receiving a written election for a remuneration packaging arrangement from the Employee and provided there is no additional cost to the Employer, the Employer is prepared to offer the Employee the opportunity to receive part of the Employee's remuneration in the form of non-cash benefits in line with legislation and Australian Taxation Office rulings until otherwise advised.
- 15.2 Any arrangement between the Employer and the Employee in relation to remuneration packaging will be entered into by way of a subsidiary agreement varying the Employee's conditions of employment.
- 15.3 It is acknowledged and accepted by the Employee that the Employer is not liable for any taxation or any other liabilities, judgements, penalties or outcomes of any sort incurred by the Employee resulting from entering into any flexible remuneration packaging arrangement in accordance with the relevant policy.

## 16. Superannuation

- 16.1 The Employer will make an employer superannuation contribution in accordance with the Superannuation Guarantee legislation to a complying superannuation fund nominated by the Employee, excluding a fund where the Employer is required to become a participating employer. Should the Employee not nominate a complying superannuation fund for this purpose, a request for stapled super fund details will be made to the Australian Taxation Office (ATO). If the Employer is advised by the ATO that the Employee does not have a stapled super fund, the Employer's default superannuation fund, NGS Super applies and the contribution will be made to this fund.
- 16.2 The Employer makes no guarantee nor is it required to assure the availability of benefits from any superannuation fund(s).
- 16.3 An Employee may make additional voluntary contributions to their complying fund under a salary sacrifice arrangement in accordance with clause 15.

## 17. Payment Arrangements

Salary will be paid by credit transfer to the Employee's nominated financial institution account on a fortnightly basis.

## 18. Personal/Carer's Leave

- 18.1 Personal/carer's leave is in accordance with the NES (Ch 2, Pt 2-2, Div 7) except where ancillary or supplementary terms are provided in this Agreement.
- 18.2 Entitlement
  - 18.2.1 An Employee is entitled to a paid personal/carer's leave entitlement, which includes both sick and carer's leave.
  - 18.2.2 For a Full Time Employee the paid personal/carer leave entitlement equates to 15 days per year of service. A Part Time Employee is entitled to paid personal/carer leave on a pro rata basis.
  - 18.2.3 Paid personal leave is taken by the Employee because of a personal illness or injury.
  - 18.2.4 Paid carer's leave is taken by the Employee to provide care or support to a member of the Employee's Immediate Family or a member of the Employee's household, who requires care or support because of a personal illness, injury, or an unexpected emergency affecting the member.

- 18.2.5 Where the Employee has exhausted the paid personal/carer's leave entitlement, the Employee may take up to two days' unpaid carer's leave per permissible occasion. Unpaid carer's leave may be taken as a single, unbroken period of up to two days, or any separate period as agreed by the Employer and the Employee.
- 18.2.6 A Casual Employee may take up to two days' unpaid carer's leave per permissible occasion. Unpaid carer's leave may be taken as a single, unbroken period of up to two days, or any separate period as agreed by the Employer and the Employee.
- 18.2.7 Personal/carer's leave for an Employee accrues, based on the annual rate of pay as follows:
- a) in the first year of service, six days during the first term worked, and thereafter, three days at the commencement of each subsequent school term
  - b) in the second and subsequent years of service 15 days at the commencement of that year
- 18.2.8 An Employee must notify the Employer of the Employee's absence as soon as reasonably practicable. The notice must be to the effect that the Employee requires the leave because of a personal illness or injury or to provide care or support to a member of the Employee's Immediate Family or household as the member is suffering either a personal illness or injury or an unexpected emergency.
- 18.2.9 The Employer will require an Employee to provide a medical certificate issued by a Registered Health Practitioner or a statutory declaration for periods of personal/carer's leave as follows:
- a) Any absence of more than 2 consecutive days;
  - b) Any absence continuous with Non Term Weeks, annual leave, leave without pay, public holidays or long service leave; and
  - c) Any absence where the number of days of paid personal/carer's leave already taken without production of a medical certificate or other written evidence satisfactory to the employer exceeds 5 days in one School Year.

## 19. Discretionary Leave

- 19.1 An Employee with a fraction of 0.2 or greater is entitled to request discretionary leave, which is taken from an Employee's entitlement to personal/carer's leave.
- 19.2 The quantum of discretionary leave that may be requested is as follows:
- 19.2.1 an Employee with a fraction of 0.6 or greater may request up to 3 days per annum;
  - 19.2.2 an Employee with a fraction of 0.4 or greater but less than 0.6 may request up to 2 days per annum;
  - 19.2.3 an Employee with a fraction of 0.2 or greater but less than 0.4 may request up to 1 day per annum.
- 19.3 An Employee may request discretionary leave for any of the following reasons:
- 19.3.1 to attend the funeral of a person who is not a member of the Employee's Immediate Family or household;
  - 19.3.2 to attend a significant family event (e.g., wedding) for a member of the Employee's Immediate Family or household;
  - 19.3.3 to attend to a matter of urgent pressing necessity or obligation;

- 19.3.4 to appear before a court or tribunal;
  - 19.3.5 to observe religious days;
  - 19.3.6 for cultural leave, where the Employee is an Aboriginal or Torres Strait Islander; or
  - 19.3.7 other reasons, as agreed to by the Employer.
- 19.4 An Employee must:
- 19.4.1 request discretionary leave in writing and provide the reason for requesting leave;
  - 19.4.2 make the request not less than 48 hours prior to the proposed commencement time of the leave, unless in the opinion of the Employer, such notice would not be reasonable; and
  - 19.4.3 take discretionary leave as a full day or as a half-day.
- 19.5 Discretionary leave is approved at the discretion of the Principal.
- 19.6 The cap applying to the amount of discretionary leave that can be accessed per year is not cumulative.

## 20. Compassionate Leave

- 20.1 Compassionate leave is in accordance with the NES (Ch 2, Pt 2-2, Div 7), except where more favourable terms are provided in this Agreement.
- 20.2 Entitlement
- 20.2.1 An Employee may take 3 days' paid leave per occasion when:
    - a) a member of the Employee's Immediate Family or household dies or when the Employee's Immediate Family or household member contracts or develops a personal injury or illness that poses a serious threat to life; or
    - b) a child is stillborn, where the child would have been a member of the Employee's immediate family, or a member of the Employee's household, if the child had been born alive; or
    - c) the Employee, or the Employee's spouse or de facto partner, has a miscarriage.
  - 20.2.2 In some circumstances, the Principal may allow further compassionate leave to be accessed from the Employee's accrued personal/carer's leave entitlement.
  - 20.2.3 This leave may be taken in a single unbroken period or in separate periods of one day each or as agreed by the Employer and the Employee.
  - 20.2.4 The Employee is entitled to compassionate leave only if the Employee gives the Employer any evidence that the Employer reasonably requires of the illness, injury or death.

## 21. Infectious Diseases Leave

- 21.1 An Employee who is suffering from one of the infectious diseases will be granted special leave without deduction of pay provided the Employer is satisfied on medical advice that the Employee has contracted the disease through a contact at the School and the disease is evident in the School:
- a) German measles
  - b) Chickenpox
  - c) Measles
  - d) Mumps
  - e) Scarlet fever
  - f) Whooping cough
  - g) Rheumatic fever, or
  - h) Hepatitis.
- 21.2 The Employee must in all cases produce a medical certificate from a Registered Medical Practitioner which specifically names the disease as soon as is reasonably practicable.

## 22. Public Holidays

- 22.1 An Employee is entitled to public holidays in accordance with the NES (Ch 2, Pt 2-2, Div 10) except where more favourable terms are provided for in this Agreement.
- 22.2 Public holidays that occur during a period of leave for Employees in accordance with clauses 45, 52 and 61 do not create an additional entitlement except for those public holidays referred to in clause 59.2.2.
- 22.3 By agreement between the Employer and an Employee, an alternative day may be taken as the public holiday in lieu of any of the specified days.
- 22.4 An agreement made in accordance with 22.3 must be recorded in writing and made available to every affected Employee. Any such agreement must be recorded in the time and wages records kept by the Employer.

## 23. Parental Leave

- 23.1 Parental leave is in accordance with the NES (Ch 2, Pt 2-2, Div 5) except where ancillary terms and provided for in this Agreement.
- 23.2 Increased entitlement
- 23.2.1 An Employee is entitled to an automatic 24 months of unpaid parental leave where the Employee has or will have responsibility for the care of the child.
  - 23.2.2 Upon exhausting 24 months of unpaid parental leave, an Employee may request an additional 12 months of unpaid parental leave.
  - 23.2.3 The Employer may refuse a request made pursuant to cl.22.2.2 on reasonable business grounds.
- 23.3 Notice and evidentiary requirements
- 23.3.1 An Employee is required to comply with the notice and evidentiary requirements contained in the NES.
  - 23.3.2 If accessing the entitlement provided for in cl.23.2.1, an Employee must provide at least four weeks' notice if extending the leave period up to 24 months.

23.3.3 If requesting an additional period of leave pursuant to cl.23.2.2, an Employee must provide written notice at least ten weeks prior to the end of the approved parental leave period.

23.4 Right to request flexible work

23.4.1 An Employee entitled to parental leave pursuant to the NES may request the Employer to allow the Employee to return from a period of parental leave on a part-time basis until the child reaches five years of age or school age, whichever applies first, to assist the Employee in reconciling work and parental responsibilities.

23.4.2 The Employer shall consider any request made pursuant to this clause having regard to the Employee's circumstances and, provided the request is genuinely based on the Employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the Employer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.

23.4.3 An Employee's request and the Employer's decision made pursuant to this clause must be recorded in writing.

23.5 Paid Parental Leave

23.5.1 This clause applies to:

- a) an ongoing employee with at least 12 months of continuous service with the Employer as at the date of commencing parental leave; or
- b) a fixed-term employee with at least 30 months of continuous service with the Employer as at the date of commencing parental leave

23.5.2 An Employee who takes parental leave to be the primary care giver of the child will be entitled to be paid the first 18 weeks' of parental leave after the birth or placement of the child at the Employee's ordinary rate of pay.

23.5.3 An Employee who takes concurrent leave will be entitled to be paid 10 days of partner leave after the birth or placement of the child at the Employee's ordinary rate of pay.

23.5.4 To avoid any doubt, an Employee is not entitled to paid parental leave for any period unless they are entitled to unpaid parental leave in accordance with the NES.

23.5.5 In order to be entitled to a second or subsequent period of paid parental leave the Employee must return to work at the School after the period of preceding parental leave for a period of at least 12 months.

23.5.6 Paid parental leave taken by the Employee will accrue annual leave, long service leave and personal/carer's leave entitlements.

23.6 Superannuation

23.6.1 An Employee is entitled to have superannuation contributions made in accordance with the clause in respect of the period of the Employee's parental leave for which they are the primary caregiver which occurs on or after the commencement of this Agreement.

23.6.2 The quantum of superannuation contributions payable under this clause will be calculated based on:

- a) the number of weeks of the Employee's:
  - (i) paid parental leave for which they are the primary caregiver, capped at 18 weeks; and

- (ii) unpaid parental leave for which they are the primary caregiver, capped at 8 weeks.
- b) the Employee's normal rate of pay for their pre-parental leave position; and
- c) the applicable contribution rate under the Superannuation Guarantee Administration Act 1992 (Cth) at the time the payment is made.

22.6.3 The Employer will pay the superannuation contributions monthly.

## 24. Long Service Leave

- 24.1 An Employee is entitled to long service leave. The National Employment Standards or the LSL Act, as appropriate, specifies the entitlement.
- 24.2 An Employee is entitled to long service leave of thirteen weeks upon the completion of ten years of continuous employment. An Employee is entitled to an additional six and a half weeks' long service leave for each additional five years of continuous employment with the Employer.
- 24.3 Accrued long service leave will be paid pro rata in lieu where an Employee's employment is terminated after seven years but before ten years of continuous employment.
- 24.4 An Employee may apply to take pro rata long service leave after 7 years of continuous employment which may be approved by the School subject to operational requirements.
- 24.5 An Employee may apply to extend an amount of long service leave. Payment for the period of long service leave will be reduced to an amount equivalent to the period that the leave is extended by. For example, the School may grant an amount of long service leave twice as long as the amount to which the Employee would otherwise be entitled at a rate of pay equal to half the Employee's ordinary rate of pay. An Employee may also apply to take a period of leave without pay in conjunction with long service leave in accordance with operational requirements.
- 24.6 An Employee, whose service has been all full-time or all at the same part-time fraction, is paid during long service leave at the Employee's normal salary.
- 24.7 A General Staff Employee, whose time fraction has varied during service, is paid at a proportionate rate during long service leave. The rate is determined by calculating an average of the Employee's time fractions over the period of eligible service. However, where the NES provides an employee with a higher payment for long service leave, the NES entitlement will apply.
- 24.8 A Teacher whose time fraction has varied during service, is paid at a proportionate rate during long service leave. The rate is determined by calculating as follows:
  - a) Service prior to 1 February 1997
    - (i) where all service of the teacher has been in a part-time capacity, salary when proceeding on long service leave (or payment in lieu thereof if applicable) will be calculated by striking average weekly hours over the last 12 months of actual service and multiplying average weekly hours by the current hourly pay rate;
    - (ii) when full-time employment falls last, any leave taken from the full-time credit will be paid at the current full-time salary. Leave taken from the part-time credit will be paid on the basis of a proportion of the current full-time salary having regard to the ratio of average weekly hours over the last 12 months of part-time employment to current full-time weekly hours;

- (iii) when part-time employment falls last, leave taken from the full-time credit will be paid at the salary applicable to the full-time equivalent of the present part-time employment category. Leave taken from part-time credit will be paid for at the current salary on the basis of average weekly hours over the last 12 months of part-time employment;
- (iv) if a Teacher can show that the Teacher's average weekly hours over the whole of the Teacher's part-time employment are greater than average weekly hours over the last 12 months of part-time employment the higher figure will be used in determining average weekly hours. Should part-time employment be less than 12 months, average weekly hours will be struck over the actual period of part-time employment.

b) Service from 1 February 1997

A Teacher whose time fraction has varied during service is paid at a proportionate rate during long service leave. The rate is determined by calculating an average of the Teacher's time fractions over the period of eligible service.

24.9 Illness on Long Service Leave

24.9.1 Subject to the requirements of 24.9.2, an Employee, who becomes ill or suffers an injury during long service leave and has an entitlement to sick leave, is entitled to have the period of illness or injury treated as sick leave, with long service leave recredited to the Employee. The Principal may require the Employee to be examined by a registered medical practitioner of the Employer's choice, provided the practitioner is reasonably accessible to the Employee.

24.9.2 The Employee's application under 24.9.1:

- a) must be received by the Employer during the period of illness or injury;
- b) must be accompanied by a medical certificate from a Registered Health Practitioner or a statutory declaration attesting to the illness or injury and the duration of that illness or injury; and
- c) must indicate whether the Employee wishes to extend the long service leave by the period of the illness or injury or whether the Employee will return from long service leave as planned with the period of illness or injury increasing the Employee's accrued long service leave entitlement.

**25. Leave Without Pay**

An Employee may apply for leave without pay which may be granted at the discretion of the Principal. An Employee agrees that entitlements under this Agreement do not accrue during any period of leave without pay.

**26. Accident Compensation and Accident Make-up Pay**

26.1 Where an Employee is incapacitated for work by reason of a work-related injury or illness and becomes entitled to receive weekly payments under the Workplace Injury Rehabilitation and Compensation Act (Vic) (2013) (WIRC Act), the Employer must pay to the Employee the difference between such weekly payments and the normal remuneration of the Employee for a period or periods in the aggregate of up to 39 weeks in respect of each such injury or illness but only for so much of that period as the Employee remains employed by the Employer.

26.2 If an Employee is absent from work because of a personal illness or injury, for which the Employee is receiving compensation payments pursuant to the WIRC Act, then:



26.2.1 The Employee does not accrue any of the following entitlements under this Agreement or under the Act (where relevant) for the duration of any such absence:

- a) annual leave; or
- b) paid personal/carer's leave.

26.2.2 The Employee is not entitled to any payment or benefit in respect of any Non Term Weeks for a Teacher or School Holidays for a School Assistant entitled to School Holidays which fall during the period that the Employee is in receipt of weekly payments under the WIRC Act.

## 27. Withholding of Monies

27.1 In the event that an Employee does not provide the full notice required by the relevant notice of termination provisions the Employer is entitled to deduct from wages due to the Employee an amount no more than:

- a) 2 weeks for Teachers; and
- b) 1 week for a General Staff Employee.

## 28. Consultation About Change

28.1 Definition of consultation

For the purpose of consultation under this clause, the following definition is adopted:

"Consultation is not perfunctory advice on what is about to happen. This is a common misconception. Consultation is providing the individual, or other relevant persons with a bona fide opportunity to influence the decision maker...Consultation is not joint decision-making or even a negative or frustrating barrier to the prerogative of management to make decisions. Consultation allows the decision-making process to be informed, particularly as it may affect the employment prospects of individuals" (Smith, C. in CPSU, the Community and Public Sector Union v Vodafone Network Pty Ltd (Print PR911257), paragraph 25)

28.2 This clause applies if the Employer:

- a) has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the Employees; or
- b) proposes to introduce a change to the regular roster or ordinary hours of work of Employees.

### Major change

28.3 For a major change referred to in clause 28.2(a):

- a) the Employer must notify the relevant Employees of the decision to introduce the major change; and
- b) clauses 28.4 to 28.10 apply.

28.4 The relevant Employees may appoint a Representative for the purposes of the procedures in this term.

28.5 If:

- a) a relevant Employee appoints, or relevant Employees appoint, a Representative for the purposes of consultation; and
- b) the Employee or Employees advise the Employer of the identity of the Representative;

the Employer must recognise the Representative.

- 28.6 As soon as practicable after making its decision, the Employer must:
- a) discuss with the relevant employees:
    - (i) the introduction of the change; and
    - (ii) the effect the change is likely to have on the Employees; and
    - (iii) measures the Employer is taking to avert or mitigate the adverse effect of the change on the Employees; and
  - b) for the purposes of the discussion—provide, in writing, to the relevant Employees:
    - (i) all relevant information about the change including the nature of the change proposed; and
    - (ii) information about the expected effects of the change on the Employees; and
    - (iii) any other matters likely to affect the Employees.
- 28.7 However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant Employees.
- 28.8 The Employer must give prompt and genuine consideration to matters raised about the major change by the relevant Employees.
- 28.9 If a clause in this Agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the Employer, the requirements set out in clause 28.3(a) and clauses 28.4 and 28.6 are taken not to apply.
- 28.10 In this clause, a major change is likely to have a significant effect on employees if it results in:
- a) the termination of the employment of Employees; or
  - b) major change to the composition, operation or size of the Employer's workforce or to the skills required of Employees; or
  - c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
  - d) the alteration of hours of work; or
  - e) the need to retrain Employees; or
  - f) the need to relocate Employees to another workplace; or
  - g) the restructuring of jobs.

Change to regular roster or ordinary hours of work

- 28.11 For a change referred to in cl.28.2(b):
- a) the Employer must notify the relevant Employees of the proposed change; and
  - b) cl.28.12 to 28.16 apply.
- 28.12 The relevant Employees may appoint a Representative for the purposes of the procedures in this clause.
- 28.13 If:
- a) a relevant Employee appoints, or relevant Employees appoint, a Representative for the purposes of consultation; and

- b) the Employee or Employees advise the Employer of the identity of the Representative;

the Employer must recognise the Representative.

28.14 As soon as practical, the Employer must:

- a) discuss with the relevant Employees the introduction of the change; and
- b) for the purposes of the discussion—provide to the relevant Employees:
  - (i) information about the proposed change (for example, information about the nature of the change to the Employee's regular roster or ordinary hours of work and when that change is proposed to commence); and
  - (ii) information about what the Employer reasonably believes will be the effects of the change on the Employees; and
  - (iii) relevant information about any other matters that the Employer reasonably believes are likely to affect the Employees; and
- c) invite the relevant Employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).

28.15 However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant Employees.

28.16 The Employer must give prompt and genuine consideration to matters raised about the change by the relevant Employees.

28.17 For the purposes of cl.28.12 to 28.16, the Employer's educational timetable in respect of academic classes and student activities, which:

- a) may operate on a term, semester or a School Year basis, and
- b) ordinarily changes between one period of operation and the next, and
- c) may change during the period of operation,

is not a regular roster.

28.18 However, where a change to the Employer's educational timetable directly results in a change:

- a) to the number of ordinary hours of work of an Employee, or
- b) to the spread of hours over which the Employee's ordinary hours are required to be worked, or
- c) to the days over which the Employee is required to work, cl.28.12 to 28.16 will apply.

In this clause:

relevant Employees means the Employees who may be affected by a change referred to in cl.28.2

## **29. Performance or Conduct Management**

29.1 Application

The Employer will not be required to commence a performance or conduct management procedure, as detailed in this clause:

29.1.1 where an Employee's employment is terminated during the minimum employment period pursuant to cl.14 - Minimum employment period; or

29.1.2 for a casual Employee.

## 29.2 Performance Management

29.2.1 Where the Employer is considering termination of employment for reasons related to the Employee's performance, the Employer will implement the procedure in this clause.

29.2.2 A formal performance management procedure will commence with the Employer advising the Employee in writing of:

- a) the Employer's concern(s) with the Employee's performance;
- b) the time, date and place of the first formal meeting to discuss the Employee's performance;
- c) the Employee's right to be accompanied by a nominee of the Employee's choice at all meetings scheduled to discuss the Employee's performance;
- d) the Employer's right to terminate the employment should the procedure not resolve the Employer's concern(s).

29.2.3 Formal performance management meetings will

- a) include discussion of the Employer's concern(s) about the Employee's performance;
- b) give the Employee an opportunity to respond to the Employer's concern(s);
- c) include discussion of any counselling or assistance, where appropriate, available to the Employee;
- d) include documentation, where appropriate;
- e) set periods of review, as appropriate.

29.2.4 If, after following the procedure in this clause, the Employer's decision is to terminate the employment of the Employee, then the Employer will give the required period of notice or payment in lieu of notice.

## 29.3 Conduct Management

29.3.1 Where the Employer is considering termination of employment for reasons related to an Employee's conduct, the Employer will implement the procedure in this clause.

29.3.2 The Employer will advise the Employee in writing of:

- a) the Employer's concern(s) with the Employee's conduct;
- b) the time, date and place of the meeting to discuss the Employee's conduct;
- c) the Employee's right to be accompanied by a nominee of the Employee's choice at any meeting scheduled to discuss the Employee's conduct;
- d) the Employer's right to terminate the Employee's employment should the Employer's concern(s) not be resolved.

29.3.3 The formal conduct management meeting(s) will:

- a) include discussion of the Employer's concern(s) with the Employee's conduct;
- b) give the Employee an opportunity to respond to the Employer's concern(s).

29.3.4 Concern(s) with a Employee's conduct may be resolved by:

- a) summary dismissal, where the Employee is guilty of serious misconduct of a kind such that it would be unreasonable to require the Employer to continue the employment during the notice period;
- b) issuing the Employee with a warning or a final warning in writing;
- c) terminating the employment of the Employee in accordance with the relevant notice provision;
- d) other action, appropriate to the situation.
- e) no further action

### **30. Variation to a Part Time Employee's Teaching Load or Hours of Work**

30.1 Where a Part Time Employee's teaching load or hours of work are required to be reduced by the Employer due to fluctuating enrolments or for any other operational reason determined by the Employer the following will apply:

- a) reductions will be achieved, with seven weeks of notice being provided by the Employer (having regard to known or predicted circumstances) by requesting a Part Time Employee to decrease/increase their teaching load to meet changing operational requirements.
- b) a variation to the Part Time Employee's teaching load or hours of work:
  - (i) of 20% or less FTE within a 12 month period; or
  - (ii) of 35% or less of the FTE within a 3 year periodwill not render the Employee's position redundant.
- c) Where an Employee does not wish to accept a variation greater than provided in cl.30.1(b) the Employee's employment may be terminated and the Employee shall be entitled to receive a severance payment in accordance with the provisions of Clause 31 of this Agreement.

### **31. Redundancy**

#### **31.1 Definition**

Redundancy occurs where the Employer has made a definite decision that the Employer no longer wishes the job that the Employee has been doing done by anyone and that decision leads to the termination of employment of the Employee, except where this is due to the ordinary and customary turnover of labour.

#### **31.2 Redundancy Disputes**

- a) Where a redundancy dispute arises, and if it has not already done so, an Employer must provide the affected Employee(s) and the Employee's representative (if requested by any affected Employee), with relevant information:
  - (i) the reasons for any proposed redundancy;
  - (ii) the number and categories of Employees likely to be affected; and
  - (iii) the period over which any proposed redundancies are intended to undertaken.
- b) Where a redundancy dispute arises and discussions occur in accordance with this clause, the Employer will, as early as possible, consult on measures taken to avert or to minimise any proposed redundancies and measures to mitigate the adverse effects of any proposed redundancies on the Employees concerned.

31.3 Transfer to lower paid duties

Where an Employee is transferred to lower paid duties for reasons set out above the Employee will be entitled to the same period of notice of transfer as the Employee would have been entitled to if the Employee's employment had been terminated. The Employer may, at its discretion, make payment in lieu thereof of an amount equal to the difference between the former ordinary time rate of pay and the new lower ordinary time rate for the number of weeks of notice still owing.

31.4 Severance Pay

The severance payment for an Employee will be in accordance with the following:

Period of Continuous Service	Severance Pay
Less than 1 year	Nil
1 year and less than 2 years	4 weeks of pay*
2 years and less than 3 years	7 weeks of pay
3 years and less than 4 years	10 weeks of pay
4 years and less than 5 years	12 weeks of pay
5 years and less than 7 years	14 weeks of pay
7 years and less than 10 years	16 weeks of pay
10 years and less than 15 years	24 weeks of pay
15 years or more	30 weeks of pay

*\*Weeks of pay means the ordinary time rate of pay for the Employee concerned excluding any allowances under Parts 4 and 5.*

31.4.1 For the purposes of this clause continuous service will be calculated to include all service for which paid leave was applicable but will not include any period of unpaid leave except at the discretion of the Employer.

31.4.2 An Employee over the age of 50 years as at the date of termination of employment will receive an additional 10 per cent of the amount of severance pay provided in this clause.

31.4.3 The severance payments set out in this clause will not be discounted against or reduced by any entitlement to superannuation.

31.4.4 The severance pay entitlement, subject to normal PAYG provisions that apply at the time, will be paid as a lump sum at the next pay date occurring after the date of termination, along with any other payments the Employee is entitled to upon termination.

a) The severance payment under this clause is additional to an Employee's entitlement to notice of termination or payment in lieu as specified the relevant notice of termination provisions.

31.5 Leaving during notice

An Employee, whose employment is terminated for reasons of redundancy, may terminate the Employee's employment during the period of notice and, if so, will be entitled to the same benefits and payments under clause 31.4 had the Employee remained with the Employer until the expiry of such notice. In such circumstances the Employee will not be entitled to payment in lieu of notice.

31.6 Alternative employment

The Employer, in a particular redundancy case, is not obliged to pay severance pay if the Employer obtains alternative employment for an Employee acceptable to that Employee.

**31.7 Time off during notice period**

- a) During the period of notice of termination an Employee will be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.
- b) If the Employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the Employee may be required to produce proof of attendance at an interview or the Employee may not receive payment for the time absent. For this purpose a statutory declaration will be sufficient.

**32. Annual Leave Loading**

- 32.1 An Employee who has given service for which salary has been received throughout the School Year is entitled to a leave loading of 17.5% on a maximum of four weeks' annual leave.
- 32.2 An Employee who is employed for part only of a School Year is entitled to be paid leave loading as follows:
  - 32.2.1 An Employee entitled to Non Term Weeks or School Holidays and who ceases employment with the Employer prior to the commencement of third term is not entitled to leave loading from the Employer.
  - 32.2.2 For Teachers and Employees entitled to Non Term Weeks or School Holidays, leave loading will be paid at the end of the calendar year. For all other staff the leave loading will be paid as and when the leave occurs.

**33. Meal Allowance**

The Employer will supply an Employee with a meal should the Employer require an Employee to remain at school continuously until after 7 p.m. on any day.

**34. School Fees/Staff Discounts**

Permanent employees 0.4 FTE and above are entitled to a minimum discount of 25% on their children's school tuition fees at the School. This may be increased at the determination of the Employer.

**35. Further Study**

Where an Employee undertakes a course of study or a private program approved by the Employer, the Employer will contribute up to a maximum amount of \$1500 in a calendar year towards the cost of the course including tuition fees. This amount will be paid in arrears to the Employee following evidence of successful completion provided to the Employer of the course or the units studied.

**36. Breakage and Loss**

An Employee who takes reasonable care will not suffer loss of income for any accidental breakages or loss of property which occurs in the normal course of the Employee's duties.

**37. Protective Clothing**

Where protective clothing is deemed necessary by the Employer for the performance of duties, the Employer will either provide such clothing or reimburse the Employee for cleaning costs incurred.

### **38. Jury Service Leave**

- 38.1 An Employee if required to appear and/or serve as a juror will be entitled to be granted leave for the period during which attendance at court is required.
- 38.2 An Employee must notify the Employer as soon as possible of the date upon which the Employee is required to attend for jury service.
- 38.3 An Employee must provide the Employer with written proof of the requirement to attend for jury service and an estimate of the duration of the absence from duty.
- 38.4 The Employee must inform the Employer immediately of any change to the known period of absence and provide the Employer with written proof of the payments made by the Court Authorities with respect to jury service.
- 38.5 Subject to 38.2, 38.3 and 38.4 of this clause, the Employer will grant an Employee leave with pay for the period of the jury service pursuant to 38.1 of this clause.
- 38.6 As soon as reasonably practicable, after the completion of jury service, an Employee will reimburse the Employer any monies received by the relevant Court Authorities.

### **39. Examination Leave**

An Employee will be granted leave with pay to attend compulsory examinations in an approved relevant course of study.

### **40. Qualification Conferral Leave**

An Employee will be granted leave with pay for up to one day for the purpose of having a degree/diploma or other qualification conferred in an approved relevant course of study.

### **41. Statement of Employment**

Upon termination of employment with the School, and upon request from an Employee, the School will provide the Employee with a written statement of employment.

### **42. Leave to Deal With Family and Domestic Violence**

42.1 This clause applies to all employees, including casuals.

42.2 Definitions

a) In this clause:

family and domestic violence means violent, threatening or other abusive behaviour by a family member of an employee that seeks to coerce or control the employee and that causes them harm or to be fearful.

family member means:

- (i) a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the employee; or
  - (ii) a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the employee; or
  - (iii) a person related to the employee according to Aboriginal or Torres Strait Islander kinship rules.
- b) A reference to a spouse or de facto partner in the definition of family member in clause 42.2(a) includes a former spouse or de facto partner.



42.3 Entitlement to paid leave

An Employee is entitled to 10 days' paid leave to deal with family and domestic violence, as follows:

- a) the leave is available in full at the start of each 12 month period of the employee's employment; and
- b) the leave does not accumulate from year to year; and
- c) is available in full to part-time and casual Employees.

*Note: A period of leave to deal with family and domestic violence may be less than a day by agreement between the Employee and the Employer.*

42.4 Taking paid leave

An Employee may take paid leave to deal with family and domestic violence if the Employee:

- a) is experiencing family and domestic violence; and
- b) needs to do something to deal with the impact of the family and domestic violence and it is impractical for the Employee to do that thing outside their ordinary hours of work.

*Note: The reasons for which an Employee may take leave include making arrangements for their safety or the safety of a family member (including relocation), attending urgent court hearings, or accessing police services.*

42.5 Notice and evidence requirements

a) Notice

An Employee must give their employer notice of the taking of leave by the Employee under this clause. The notice:

- (i) must be given to the Employer as soon as practicable (which may be a time after the leave has started); and
- (ii) must advise the Employer of the period, or expected period, of the leave.

b) Evidence

An Employee who has given their Employer notice of the taking of leave under this clause must, if required by the Employer, give the Employer evidence that would satisfy a reasonable person that the leave is taken for the purpose specified in clause 42.4.

*Note: Depending on the circumstances such evidence may include a document issued by the police service, a court or a family violence support service, or a statutory declaration.*

42.6 Confidentiality

- a) The Employer must take steps to ensure information concerning any notice an Employee has given, or evidence an Employee has provided under clause 42.5 is treated confidentially, as far as it is reasonably practicable to do so.
- b) Nothing in clause 42.6 prevents an Employer from disclosing information provided by an employee if the disclosure is required by an Australian law or is necessary to protect the life, health or safety of the employee or another person.

*Note: Information concerning an employee's experience of family and domestic violence is sensitive and if mishandled can have adverse consequences for the Employee. Employers should consult with such employees regarding the handling of this information.*

42.7 Compliance

An Employee is not entitled to take leave under clause 42.5 unless the Employee complies with clause 42.6.

42.8 Interaction with NES

The paid entitlement in clause 42.3 will be offset against the paid NES leave entitlement.

## PART 3 CONDITIONS OF EMPLOYMENT FOR TEACHERS

### 43. Classifications and Salaries

- 43.1 Schedule 1A sets out the classification structure and progression through the salary scale.
- 43.2 Schedule 1B sets out the salary for a Teacher, including a Casual Teacher.
- 43.3 Schedule 6A sets out the position of responsibility structure and Schedule 6B sets out the applicable allowances.
- 43.4 The salary specified in Schedule 1B or 6B (if applicable) is in compensation for all hours worked in accordance with clause 45, save and except those circumstances that occur in accordance with clause 45.3 and clause 45.4.

### 44. Hours of Work

- 44.1 The ordinary hours of work for a Full Time Teacher are 38 hours per week averaged over a 12 month period, plus reasonable additional hours. The averaging period will be the School Year, except that where this Agreement comes into effect from a date other than the first day of the School Year, the first period of averaging will be for the remainder of that School Year.
- 44.2 Subject to cl.44.3, the maximum face-to-face teaching hours per week for a full-time Teacher are detailed in this clause.

#### Junior School

44.2.1 The maximum face-to-face teaching hours per week for a full-time Teacher will be 21 hours

44.2.2 Face-to-face in the Junior school includes:

- a) all classes allocated to a Teacher on the timetable, including flexible learning periods, wellbeing periods and house periods;
- b) changeover time;
- c) assembly;
- d) homeroom; and
- e) community.

#### Senior School

44.2.3 The maximum face-to-face teaching hours per week for a full-time Teacher will be 18.75.

44.2.4 Face-to-face in the Senior school includes:

- a) all classes allocated to a Teacher on the timetable, including flexible learning periods and mentor time; and
- b) community.

Early Childhood

44.2.5 The maximum face-to-face teaching hours per week for a full-time Teacher will be 28 hours

44.3 By agreement, a Teacher may work additional face-to-face teaching hours. Where a Teacher agrees to perform additional face-to-face teaching hours, such additional hours will be offset against the Teacher's other duties, including but not limited to the allocation of extras, yard duty and pastoral care activities, or a reduced teaching load in an adjacent semester.

44.4 Extras

44.4.1 An extra is defined as any class taken by a Teacher which is in addition to the face-to-face teaching hours as provided for in cl.44.2. Extras do not include classes which are taken in lieu of scheduled classes, or classes taken by an under allotted Teacher.

44.4.2 A full-time Teacher may be allocated a maximum of 20 hours of extras per annum.

44.4.3 Part-time staff are eligible for extras on a pro-rata basis.

44.5 First year Teachers

44.5.1 A Teacher in their first year of experience of teaching will be allocated a reduced load, either in face-to-face teaching or other duties. A minimum benchmark in reduction of 50% of that expected of teachers for hours of extras (10 hours) and 50% of the supervision duties will be set.

44.6 Class sizes

44.6.1 Subject to cl.44.6.2, a class will not have more than 24 students.

44.6.2 By agreement between the Employer and an individual Teacher, a class may have up to 26 students.

44.7 Duties and Professional Expectations

44.7.1 The ordinary duties of a Teacher include:

- a) Face-to-face teaching with associated preparation;
- b) Marking and reporting;
- c) Providing feedback;
- d) Care of students;
- e) Attendance at assemblies;
- f) Supervisory duties;
- g) Involvement in co-curricular activities;
- h) Participation in staff professional development;
- i) Attendance and participation at camps and excursions;
- j) Attendance and participation at scheduled meetings;
- k) Attendance at presentation night
- l) Any other duty as reasonably requested of the Teacher associated with but not limited to the duties described in 44.7.1 a) to k).

44.8 A Teacher’s work includes the work undertaken to meet their professional responsibilities. From time to time and when it does not interfere with the delivery of, and planning for, the educational curriculum, this work may be performed in other locations including, for example, the Teacher’s home.

44.9 A Teacher acknowledges the importance of their professional responsibilities to the School and the learning needs of students.

44.10 Part-time Teachers

44.10.1 The School will produce a timetable to meet the prioritised needs of students that is bound by transparent consultation with part time teaching staff.

44.10.2 The School will endeavour to provide one full consistent day off per cycle but depending on a number of factors, including but not limited to the load of the teacher, the subject taught and the operational requirements of the School, this may not be possible. The school will provide as a minimum the following blocks of time as available to part time staff dependent upon their teaching allotment.

Time Fraction	Junior School and / or two or fewer Senior School classes	three or more Senior School classes
0.7-1.0	Classes across all days of the cycle	
0.5-0.69	1 full day, 1 half day per cycle	3 half days per cycle
0.0-0.49	2 full days, 2 half days per cycle	

*Note: A Teacher cannot use cl.8 – Dispute Resolution Procedure in relation to the School’s inability to meet its endeavours to provide one full consistent day off per cycle as set out in cl.44.10.2.*

44.10.3 These minimum benchmarks can be varied by mutual agreement between the teacher and the school.

44.10.4 Part time staff are expected to attend staff days at the start and end of the school year on a pro rata basis equivalent with their part time status. The actual days/sessions to attend will be determined by mutual agreement between the teacher and the school.

**45. Non Term Weeks**

45.1 A Teacher is not required or requested to attend at the School during Non Term Weeks but is required to perform such classroom associated duties as are determined by the Teacher as being reasonably necessary to enable the proper performance of the Teacher’s role. The Teacher’s role is defined by the Employer. A Teacher who occupies a Position of Responsibility may, by mutual agreement, be required to attend during a period of Non Term Weeks where attendance is required as part of the role.

45.2 Non Term Weeks is not a period of authorised leave for the purpose of the Act.

45.3 Where a Teacher takes unpaid leave for more than ten (10) days during Attendance Time, the number of Attendance Time Weeks will be reduced by the number of weeks taken. The entitlement to paid Non Term Weeks during the School Year will be calculated pursuant to the formula in 45.4.

45.4 If a Teacher’s employment is terminated or a Teacher resigns prior to the end of term 4 in any School Year or a Teacher is employed for part only of a School Year, the Teacher is entitled to a payment for Non Term Weeks in recognition of the averaging of hours of work under this Agreement, pursuant to the following formula:

$$\left( \frac{\text{Number of weeks of a Teacher's Attendance Time}}{\text{Total number of School's Attendance Time}} \times \text{Non Attendance Time} \right) - \text{Non Attendance Time weeks already taken}$$

**46. Annual Leave**

- 46.1 Annual Leave is in accordance with the NES (Ch 2, Pt 2-2, Div 6) as amended from time to time, except where more favourable terms are provided in this Agreement.
- 46.2 A Teacher is entitled to four weeks' annual leave for every 12 months of continuous service on a pro rata and cumulative basis.
- 46.3 A Teacher will take all accrued annual leave during the end of each calendar year school break unless the Teacher and Employer mutually agree in writing that the Teacher performs duties during all or part of the school break, apart from the shutdown period, and defer taking the equivalent period of annual leave to another time.

**47. Notice of Termination**

47.1 By the Employer

- 47.1.1 Where the Employer wishes to terminate the employment of a Teacher serving a minimum employment period pursuant to clause 14, or a Teacher wishes to resign during a minimum employment period, the period of notice is specified by clause 14.
- 47.1.2 Subject to clause 13, where the Employer wishes to terminate the employment of a Teacher outside of the minimum employment period the Employer will provide the Teacher with written notice of seven term weeks, or payment in lieu of notice.
- 47.1.3 Where the Employer wishes to terminate the employment of a Fixed Term Teacher who is replacing another Teacher on parental leave, the Employer will give the Fixed Term Teacher four weeks' notice if the Teacher being replaced has an application to return from parental leave early, approved.
- 47.1.4 Payment in lieu is calculated by taking the amount of salary and rates of pay in Schedules 1B and 6B (if applicable) that a Teacher would have received by working during the notice period if the Teacher's employment had not been terminated.
- 47.1.5 The notice period in this clause and in clause 14 do not apply where the Teacher is guilty of serious misconduct.

47.2 By the Employee

- 47.2.1 Where a Teacher wishes to resign from the School outside of the minimum employment period, the Teacher must provide the School with written notice of seven term weeks.

#### **48. Responsibility for Student Teachers**

Any monies received by the Employer in relation to student teachers will be paid to the Teacher who has provided supervision to the student teacher.

### **PART 4 CONDITIONS OF EMPLOYMENT FOR GENERAL STAFF EMPLOYEES IN RECEIPT OF SCHOOL HOLIDAYS**

This part only applies to Employees engaged under this Part prior to 1 January 2018.

#### **49. Classifications and Salaries**

- 49.1 Classification structures for each of the occupational groups under this Part are set out in the relevant schedules.
- 49.2 Salaries for each of the occupational groups under this Part are set out in the relevant schedules.

#### **50. Hours of Work**

- 50.1 Ordinary hours of work
  - 50.1.1 The ordinary hours of work for a Full Time Employee will be 38 hours per week.
- 50.2 Spread of hours
  - 50.2.1 Unless otherwise agreed between an Employee and the School, the ordinary hours of work will be between 7.00am and 6.00pm Monday to Friday inclusive.
- 50.3 Overtime
  - 50.3.1 Where an Employee is requested by the School to perform hours in excess of the ordinary hours, the Employee will be entitled to either an overtime loading on the additional hours worked or time off in lieu at a period of time equivalent to the overtime penalty incurred. Prior to the overtime being worked, the Employee and Employer will mutually agree as to whether overtime is to be paid or taken in lieu.
  - 50.3.2 Overtime must be approved in writing by the Principal or the Principal's nominee before being undertaken and performed by the Employee.
  - 50.3.3 The overtime loading applied to hours worked in addition to ordinary hours is 50 per cent for the first three hours worked on Monday to Saturday, and 100 per cent thereafter; 100 per cent for hours worked on a Sunday; and 150 per cent for hours worked on a public holiday.

#### **51. Annual Leave**

- 51.1 Annual Leave is in accordance with the NES (Ch 2, Pt 2-2, Div 6) as amended from time to time, except where ancillary terms are provided in this Agreement.
- 51.2 An Employee is entitled to four weeks' annual leave for every 12 months of continuous service on a pro rata and cumulative basis.
- 51.3 An Employee will not be required to take an amount of annual leave during a shutdown period. The shutdown is defined as a period where the Employer shuts down the business, or any part of the business, in which the Employee works.

## 52. School Holidays

- 52.1 An Employee is entitled to School Holidays, which is inclusive of annual leave, if specified at the time of employment or mutually agreed during a period of employment.
- 52.2 Where applicable, the relevant salary schedules (i.e., Nurses, Educational Assistants) take the School Holiday leave period into account, and have been adjusted accordingly.
- 52.3 An Employee is entitled to public holidays that fall during this period of additional leave but they do not create any additional entitlements.
- 52.4 An Employee who is employed for part only of a School Year or who takes leave without pay in excess of 10 working days in any School Year, will be paid on a pro rata basis during School Holidays with the calculation based upon the proportion of weeks worked at the rate of pay applicable at the time of the School Holidays or at the time that employment is terminated. The formula to calculate an entitlement to School Holidays in accordance with this clause is as follows:

$$\left\{ \frac{\text{Number of working weeks excluding paid holiday periods}}{3} \right\} - \text{School Holidays already paid}$$

## 53. Allowances

### 53.1 On call and recall allowance

#### 53.1.1 On call allowance

An on call allowance will be paid to an employee who is required by an employer to hold themselves available to be recalled to work. The employee will be paid an allowance equal to one ordinary hour's pay for each period of up to 24 hours that the employee is required to be on call.

#### 53.1.2 Recall allowance

An employee recalled to duty at the workplace will be paid a minimum of three hours at the appropriate overtime rate where that duty is not continuous with their ordinary hours of duty.

### 53.2 Vehicle allowance

53.2.1 An employee required by the employer to use the employee's motor vehicle in the performance of duties shall be entitled to claim an allowance, and where such a claim is made, be paid an allowance at the rate per kilometre as set down from time to time by the Commonwealth Taxation Office for tax deduction purposes. The applicable rates can be found at [www.ato.gov.au](http://www.ato.gov.au)

53.2.2 Where an employer provides a motor vehicle which is used by an employee in the performance of the employee's duties the employer must pay all expenses including registration, running and maintenance.

## 54. Notice of Termination

### 54.1 By the Employer

54.1.1 Where the Employer wishes to terminate the employment of an Employee outside of the minimum employment period, the Employer will provide the Employee with written notice of 4 weeks or payment in lieu of notice.

54.1.2 Payment in lieu is calculated by taking the amount of salary that an Employee would have received by working during the notice period if the Employee employment had not been terminated.

54.1.3 The notice period in this clause and in clause 14 do not apply where the Employee is guilty of serious misconduct.

54.2 By the Employee

54.2.1 Where an Employee wishes to resign from the School outside of the minimum employment period, the Employee must provide the School with written notice of 4 weeks.

## **PART 5 CONDITIONS OF EMPLOYMENT FOR GENERAL STAFF EMPLOYEES NOT IN RECEIPT OF SCHOOL HOLIDAYS**

This Part applies to any Employee engaged under this Part prior to 1 January 2018, and all General Staff Employees engaged after 1 January 2018 unless Parts 6 or 7 apply to their employment.

### **55. Classifications and Salaries**

55.1 Classification structures for each of the occupational groups under this Part are set out in the relevant schedules.

55.2 Salaries for each of the occupational groups under this Part are set out in the relevant schedules.

### **56. Ordinary Hours of Work**

56.1 Ordinary hours of work

56.1.1 The ordinary hours of work for a Full Time Employee will be 38 hours per week.

56.2 Spread of hours

56.2.1 Unless otherwise agreed between an Employee and the School, the ordinary hours of work will be as per the Schedule below.

56.2.2 The ordinary hours of work will be worked on no more than five days in any seven days and may be worked as follows:

56.2.3 On any day from Monday to Friday between 7.00 am and 6.00 pm for the following groups of employees:

- a) Classroom and Curriculum resources or services; or
- b) Administration personnel

56.2.4 On any day from Monday to Friday between 6.00 am and 6.00 pm for school operational services employees in the following groups:

- a) Maintenance personnel;

56.2.5 On any day from Monday to Friday between 6.30 am and 6.30 pm for the following employees:

- a) Preschool/childcare/out of school hours care services; or
- b) Wellbeing personnel.



56.2.6 On any day from Monday to Friday between 6.00 am and 6.00 pm and on Saturday between 6.00 am and 12 noon for gardening, turf maintenance and farming employees.

Provided that where a daily span of hours is specified, and there is mutual agreement between the employer and the majority of employees in the particular group, the starting and finishing times may be varied by up to one hour so long as the total hours remain unchanged.

### 56.3 Overtime

56.3.1 Where an Employee is requested by the School to perform hours in excess of the ordinary hours, the Employee will be entitled to either an overtime loading on the additional hours worked or time off in lieu at a period of time equivalent to the overtime penalty incurred. Prior to the overtime being worked, the Employee and Employer will mutually agree as to whether overtime is to be paid or taken in lieu.

56.3.2 Overtime must be approved in writing by the Principal or the Principal's nominee before being undertaken and performed by the Employee.

56.3.3 The overtime loading applied to hours worked in addition to ordinary hours is 50% for the first three hours worked on Mondays to Saturdays and 100% in addition to thereafter; 100% for hours worked in addition to ordinary hours on a Sunday and 150% for hours worked in addition to ordinary hours on a Public Holiday.

## 57. Annual Leave

57.1 Annual Leave is in accordance with NES (Ch 2, Pt 2-2, Div 6) as amended from time to time, except where more favourable terms are provided in this Agreement.

57.2 An Employee is entitled to four weeks' annual leave for every 12 months of continuous service on a pro rata and cumulative basis.

57.3 An Employee will not be required to take an amount of annual leave during a shutdown period. The shutdown is defined as a period where the Employer shuts down the business, or any part of the business, in which the General Staff Employee works.

## 58. Cashing out Annual Leave

58.1 An Employee may make a request to cash out a period of paid annual leave in accordance with this clause.

58.2 An Employer may agree to a request to cash out a period of paid annual leave in accordance with this clause.

58.3 Each cashing out of a particular amount of paid annual leave must be the subject of a separate agreement in writing between the Employer and the Employee.

58.4 The payment must not be less than the amount that would have been payable had the employee taken the leave at the time the payment is made.

58.5 An agreement must not result in the employee's remaining accrued entitlement to paid annual leave being less than 4 weeks.

## 59. Leave Without Pay During Non-Attendance Weeks

### 59.1 Arrangements

59.1.1 An Employee may be required to take leave without pay during Non-attendance weeks, provided that:

- a) the Employee's contract of employment specifies the arrangement in writing;
- b) all such periods count as service for the purpose of calculating accrued leave entitlements and do not break continuity of service;
- c) if appropriate work is available for an Employee during any such period, the existing Employee may be offered such employment (whether on a full-time, part-time or casual basis). The Employee who is on leave without pay may refuse an offer of employment without prejudice to their normal employment relationship; and
- d) appropriate work will mean such work as is available that is capable of being performed by the Employee. Remuneration for such work will be at the rate of pay applicable to the work being performed.

### 59.2 Calculating annual salary for an Employee who is on leave without pay during Non-attendance weeks

59.2.1 The formula in this subclause may be used to calculate an annual salary for an Employee whose contract of employment makes provision, in writing, for leave without pay during Non-attendance weeks.

59.2.2 The adjusted annual salary for an Employee is:

$$A = C \times \frac{\text{working weeks} + 4 \text{ weeks annual leave} + \text{shutdown}}{52.18}$$

Where:

**A** means the Employee's adjusted annual salary

**C** means the annual salary for the Employee's classification

**Working weeks** means the number of weeks that the Employee is required to work. For an Employee engaged for the calendar year, this figure will not be less than the Employer's published term dates.

**Shutdown** means the business days, including public holidays which fall on business days, that fall during the period where the Employer shuts down the school.

59.3 For the purpose of calculating any allowance or penalty for an Employee, the allowance or penalty will be calculated on the ordinary hourly rate applicable before the adjustment provided for in this clause is applied.

59.4 An Employee may elect, in writing, to be paid only for the time worked (and therefore not during Non-attendance weeks) rather than to be paid an adjusted annual salary as provided by this clause.

## 60. Allowances

### 60.1 On call and recall allowance

#### 60.1.1 On call allowance

An on call allowance will be paid to an employee who is required by an employer to hold themselves available to be recalled to work. The employee will be paid an allowance equal to one ordinary hour's pay for each period of up to 24 hours that the employee is required to be on call.

#### 60.1.2 Recall allowance

An employee recalled to duty at the workplace will be paid a minimum of three hours at the appropriate overtime rate where that duty is not continuous with their ordinary hours of duty.

### 60.2 Vehicle allowance

60.2.1 An employee required by the employer to use the employee's motor vehicle in the performance of duties shall be entitled to claim an allowance, and where such a claim is made, be paid an allowance at the rate per kilometre as set down from time to time by the Commonwealth Taxation Office for tax deduction purposes. The applicable rates can be found at [www.ato.gov.au](http://www.ato.gov.au)

60.2.2 Where an employer provides a motor vehicle which is used by an employee in the performance of the employee's duties the employer must pay all expenses including registration, running and maintenance.

## 61. Notice of Termination

### 61.1 By the Employer

61.1.1 Where the Employer wishes to terminate the employment of an Employee serving a minimum employment period pursuant to clause 14, or an Employee wishes to resign during a minimum employment period, the period of notice is specified by clause 14.

61.1.2 Where the Employer wishes to terminate the employment of an Employee outside of the minimum employment period the Employer will provide the Employee with written notice of 4 weeks or payment in lieu of notice.

61.1.3 Payment in lieu is calculated by taking the amount of salary that an Employee would have received by working during the notice period if the Employee's employment had not been terminated.

61.1.4 The notice period in this clause and in clause 14 do not apply where the Employee is guilty of serious misconduct.

### 61.2 By the Employee

61.2.1 Where an Employee wishes to resign from the School outside of the minimum employment period, the Employee must provide the School with written notice of 4 weeks.

## **PART 6 CONDITIONS OF EMPLOYMENT FOR HEADS OF SCHOOL AND DIRECTORS OF DEPARTMENTS**

### **62. Classifications and Salaries**

- 62.1 The salary for an Employee employed under this Part will be specified in the Employee's contract of Employment. The salary will not be less than the Level 9 Teacher rate of pay as specified in Schedule 1B of this Agreement.
- 62.2 The salary specified in the Employee's contract of employment is in compensation for all hours worked in accordance with clause 64.

### **63. Hours of Work**

- 63.1 The ordinary hours of work for an Employee employed under this Part is 38 hours per week averaged over a period of 12 months.
- 63.2 In addition, an Employee employed under this Part is required to work such reasonable additional hours as are necessary to perform the Employee's duties.

### **64. Annual Leave**

- 64.1 Annual Leave is in accordance with the NES (Ch 2, Pt 2-2, Div 6) amended from time to time, except where more favourable terms are provided in this Agreement.
- 64.2 An Employee appointed in a Head of School or Director role after the commencement of this Agreement is entitled to:
  - 64.2.1 four weeks of annual leave in accordance with the NES, which is cumulative from year to year and needs to be taken within the year that it accrues; and
  - 64.2.2 upon exhausting the four weeks of annual leave provided for in cl.64.2.1, an Employee will be entitled to an additional four weeks of extra paid leave per year, which must be taken within the year it accrues and is not cumulative.
- 64.3 An Employee employed under this Part prior to the commencement of this Agreement is entitled to eight weeks' annual leave with annual leave loading payable on a maximum of 4 weeks, for every 12 months of continuous service on a cumulative basis.
- 64.4 An Employee under this Part must generally take an amount of annual leave during a shutdown period. The shutdown is defined as a period where the Employer shuts down the business, or any part of the business, in which the Employee works.

### **65. Notice of Termination**

- 65.1 Notice of Termination for Employees employed under this Part will be specified in Employee's contract of employment.

## PART 7 CONDITIONS OF EMPLOYMENT FOR MUSIC TUTORS

### 66. Hours of Work

- 66.1 A Music Tutor's hours of work will be 38 hours per week averaged over the School Year.
- 66.2 The hours of work for a music tutor are comprised of:
- 66.2.1 Up to 27 hours per week, averaged over the semester of duties face to face with students, including but not limited to:
- a) Private or small group instrumental lessons. Where there are term weeks remaining, additional lessons must be delivered or other work performed as directed by the Head of Music and Performing Arts, not exceeding the average maximum hours.
  - b) BASE Program
  - c) Ensemble(s) direction
  - d) Tutorials.
- 66.2.2 Up to 11 hours per week of administrative and other non-tutoring duties, including but not limited to:
- a) Lesson preparation
  - b) Record keeping
  - c) Instrument logging and maintenance
  - d) Meetings
  - e) Report writing
  - f) Disciplinary sessions
  - g) Meeting and communication with parents as directed by the Head
- 66.3 Any other duties comprising not more than the hours provided for during Non-attendance Weeks, which are averaged over the School Year. These duties and hours, which will not attract any additional payment, can occur outside of the spread of hours (including weekends and Non-attendance Weeks), and will include but are not limited to:
- a) Up to 8 days of camps/tours
  - b) Attendance and participation in a minimum of 8 evenings of concerts and recitals
  - c) Presentation night
  - d) Attendance at public event performances
  - e) Participation in faculty meetings and whole staff days
  - f) Attendance and participation in up to 2 professional development days as directed by the Director/Head.
- 66.4 Unless otherwise agreed between an Employee and the School, the spread of hours for Music tutors will be on any day from Monday to Saturday between 6.00am and 6.00pm for Music Tutors.

### 67. Annual Leave

- 67.1 Annual leave is in accordance with the NES as amended from time to time, except where ancillary terms are provided for in this Agreement.

- 67.2 A Music Tutor is entitled to four weeks' annual leave for every 12 months of continuous service on a pro rata basis.
- 67.3 Unless the Employer agrees otherwise, a Music Tutor will be deemed to be on annual leave immediately after the end of term 4.
- 67.4 A Music Tutor will not be required to take annual leave during a shutdown period. The shutdown period is defined as a period where the Employer shuts down the business.

**68. School Holidays**

- 68.1 An Employee is entitled to School Holidays, which is inclusive of annual leave, if specified at the time of employment or mutually agreed during a period of employment.
- 68.2 The relevant salary schedules take the School Holiday leave period into account, and have been adjusted accordingly.
- 68.3 An Employee is entitled to public holidays that fall during this period of additional leave but they do not create any additional entitlements.
- 68.4 An Employee who is employed for part only of a School Year or who takes leave without pay in excess of 10 working days in any School Year, will be paid on a pro rata basis during School Holidays with the calculation based upon the proportion of weeks worked at the rate of pay applicable at the time of the School Holidays or at the time that employment is terminated. The formula to calculate an entitlement to School Holidays in accordance with this clause is as follows:

$$\left\{ \frac{\text{Number of working weeks excluding paid holiday periods}}{3} \right\} - \text{School Holidays already paid}$$

**69. Notice of Termination**

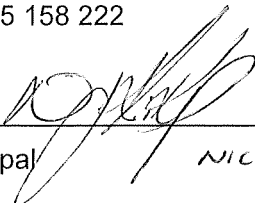
- 69.1 By the Employer
  - 69.1.1 Where the Employer wishes to terminate the employment of an Employee serving a minimum employment period pursuant to clause 14, or an Employee wishes to resign during a minimum employment period, the period of notice is specified by clause 14.
  - 69.1.2 Where the Employer wishes to terminate the employment of an Employee outside of the minimum employment period, the Employer will provide the Employee with written notice of 4 weeks or payment in lieu of notice.
  - 69.1.3 Payment in lieu is calculated by taking the amount of salary that an Employee would have received by working during the notice period if the Employee employment had not been terminated.
  - 69.1.4 The notice period in this clause and in clause 14 do not apply where the Employee is guilty of serious misconduct.
- 69.2 By the Employee
  - 69.2.1 Where an Employee wishes to resign from the School outside of the minimum employment period, the Employee must provide the School with written notice of 4 weeks.

EXECUTED as an Agreement this 21<sup>st</sup> day of November 2023.

Signed for and on behalf of:

**The Knox School Limited**

16 095 158 222

  
Principal NICOLA JOANNE KICKUP

Address - 220 BURWOOD HIGHWAY, WANTIRNA SOUTH, 3152

Authority to Sign EMPLOYER REPRESENTATIVE - PRINCIPAL AND CEO

In the presence of -

  
Witness JANET KATHERINE LOTZ

**The Knox School Limited**


as represented by

BRENDEN MORRIS  
Name in Print

Authority to Sign EMPLOYEE BARGAINING REPRESENTATIVE

Signature 

In the presence of

  
Witness JANET KATHERINE LOTZ

## **SCHEDULE 1A     TEACHER CLASSIFICATION STRUCTURE**

### **1A.1 Teachers with Full or Provisional Registration**

**1A.1.1** A Teacher holding full or provisional Registration with the VIT, who has a four year approved training course beyond secondary school including teacher training, will commence at Level 1 and progress to Level 10 in annual increments on the anniversary of the Teacher's teaching appointment, or in the case of non continuous service, after the completion of the equivalent of a School Year.

**1A.1.2** A Teacher employed for 40% or less of a full time teaching load will be required to complete 24 months' service before progressing to the next level.

### **1A.2 Permission to Teach Teachers**

**1A.2.1** A Permission to Teach Teacher will be paid not less than Level 1.

**1A.2.2** Where a Permission to Teach Teacher receives Full or Provisional Registration with the VIT, the person will be classified at the level commensurate with the teaching experience gained whilst undertaking the requisite qualification, provided that reclassification will take place from the next pay period commencing after the Teacher's notification, in writing, to the Employer.



**SCHEDULE 1B SALARIES (TEACHERS)**

**1B.1 Annual Salary**

The annual salary for a Full Time Teacher will be not less than that prescribed by the following table. The rates of pay will become payable on the first pay period commencing on or after the date in the following table.

Level	1 Feb 2023	1 Feb 2024	1 Feb 2025	1 Feb 2026
Level 1	\$78,422	\$80,775	\$83,198	\$84,862
Level 2	\$80,775	\$83,198	\$85,694	\$87,408
Level 3	\$83,198	\$85,694	\$88,265	\$90,030
Level 4	\$85,694	\$88,265	\$90,913	\$92,731
Level 5	\$88,265	\$90,913	\$93,641	\$95,513
Level 6	\$90,913	\$93,641	\$96,450	\$98,379
Level 7	\$93,641	\$96,450	\$99,344	\$101,330
Level 8	\$105,858	\$109,033	\$112,304	\$114,550
Level 9	\$113,240	\$116,638	\$120,137	\$122,540
Level 10	\$117,509	\$121,034	\$124,665	\$127,158

**1B.2 Weekly Salary**

The weekly salary is calculated by dividing the annual rate of pay by 52.18.

**1B.3 Annual Leave Loading**

The annual salary in 1B.1 does not include annual leave loading.

**1B.4 Back pay**

A Teacher paid pursuant to the table in Sch.1B.1 who is employed at the date the Agreement commences operation will be back paid to 1 February 2023.

**1B.5 Casual Rate of Pay**

The daily rate of pay for a Casual Teacher will not be less than:

Teachers Casual Daily Rate	Commencement of Agreement	2024	2025	2026
Per Day	\$418	\$430	\$442	\$456
Per Half Day	\$209	\$215	\$221	\$228

Where a casual Teacher would otherwise be classified at Level 5 under the *Educational Services (Teachers) Award 2020* (Teachers Award), and is engaged to work 5 or more consecutive days, they will be paid the minimum rate applicable under the Teachers Award plus \$1.00 in addition to that rate. The Employer will apply the classification provisions under the Teachers Award to determine whether the casual teacher would be classified at Level 5.

## **SCHEDULE 2A CLASSROOM AND CURRICULUM RESOURCES OR SERVICES CLASSIFICATION STRUCTURE**

### **2A.1 Classifying Classroom and Curriculum Resources or Services**

- 2A.1.1 Positions for staff employed in early childhood facilities, libraries, laboratories, teacher assistants and as academic tutors will be classified in accordance with this Schedule.
- 2A.1.2 Classification level descriptors build on each other and individuals employed at higher classification levels shall be able to perform all dimensions of the previous level.
- 2A.1.3 Classification will be determined in accordance with this schedule on the basis of the characteristics - skills, qualifications, experience and autonomy - required to perform the role.

### **2A.2 Grade 1**

#### **2A.2.1 Positions**

Positions which may be classified as Grade 1:

- a) Library assistant
- b) Laboratory assistant
- c) Integration assistant/Teacher assistant
- d) Academic Tutor

#### **2A.2.2 Characteristics**

Positions at this level do not require a qualification or prior work experience. An employee at this level applies general knowledge and skills to undertake a limited range of defined tasks under reasonably direct supervision but may, after gaining experience exercise some degree of autonomy and exercise discretion.

#### **2A.2.3 Typical duties**

##### **2A.2.3(a) Library assistant**

Provide basic support and assistance to professional and para-professional library staff, as directed by the Head Librarian. Assistants at this level must not supervise students for an extended period of time without a higher classified employee or teacher present.

##### **2A.2.3(b) Laboratory assistant**

Perform routine tasks associated with the efficient operation of the laboratory as directed by the Head of Department. If in the classroom, assistants at this level must have a Teacher present.

##### **2A.2.3(c) Integration assistant/Teacher assistant**

Provide basic support and assistance to teachers as directed by the Head of Department or classroom teacher. Assistants at this level must not supervise students for an extended period of time without a classroom teacher or Head of Department being present.

##### **2A.2.3(d) Academic tutor**

Provide academic support and assistance to students as directed by the Academic Tutor Program Coordinator. Academic Tutors must not supervise students for an extended period of time without a teacher being present.

## 2A.3 Grade 2

### 2A.3.1 Positions which may be classified as Grade 2:

- a) library technician
- b) laboratory technician
- c) food technician
- d) early childhood assistant
- e) Integration assistant/Teacher assistant

### 2A.3.2 Characteristics

Positions at this level require a relevant post-secondary certificate or associate diploma qualification or relevant work experience (preferably in an education setting). An employee at this level applies specialised knowledge and skills to undertake a broad range of tasks under general supervision. With experience, they may exercise some degree of autonomy and judgment in dealing with tasks with reference to established standards, practices and procedures, and accept responsibility for these functions.

### 2A.3.3 Typical duties

#### 2A.3.3(a) Library technician

Provide assistance to students, library staff and the Head Librarian. Undertake tasks associated with the efficient operation of a library. Perform a range of general library transactions, such as processing, cataloguing and accessioning books, loans desk, stocktaking, preparing display materials and related clerical tasks. An Employee at this level may be required to assist with supervision of students.

#### 2A.3.3(b) Laboratory technician

Provide assistance to Head of Department, Science Teachers and staff and undertake tasks associated with the administration and efficient and safe operation of the laboratory. Provide technical assistance and advice and demonstrate experiments within a variety of routines, methods and experiences under the supervision of teachers.

#### 2A.3.3(c) Food Technician

Provide assistance to hospitality Teachers and the Head of Department and undertake tasks associated with the administration and efficient and safe operation of the hospitality area, including ordering supplies and equipment, stocktaking and related clerical tasks.

#### 2A.3.3(d) (e) Early Childhood Assistant/Integration assistant/Teacher assistant

Assist student learning, where discretion and judgment is required, including providing more individualised approaches and intervention strategies, and assisting in identifying learning needs and evaluating progress under the general supervision and direction of a teacher. Participate in the monitoring, evaluation and reporting of student learning and programs. Work with students to enable them to use specialised technology to enhance student access to the curriculum, for example in respect to hearing impairment.

## 2A.4 Grade 3

### 2A.4.1 Positions which may be classified as Grade 3:

- a) senior library technician
- b) senior laboratory technician

#### 2A.4.2 Characteristics

Positions at this level generally require a Bachelors Degree in the specified area or a combination of a Diploma and extensive relevant work experience. An Employee at this level applies knowledge with depth in some areas and a broad range of skills. They are responsible for undertaking a variety of tasks where there is complexity in the range and choice of actions required.

It is an essential characteristic of an Employee at this level to exercise initiative and discretion, work with little supervision, demonstrate expertise, and accept responsibility beyond that required at a lower Grade.

#### 2A.4.3 Typical duties

##### 2A.4.3(a) Senior library technician

Provide assistance to the Librarian, all staff and students. Undertake tasks associated with the efficient operation of a library, including duties specified for lower Grade positions as and when required, including the supervision of a discrete library and information management project or operations and systems. Contribute to developing efficiencies in library operations. An Employee at this level may be required to assist with supervision of students where discretion and judgment is involved and may interact with a range of external or internal clients to provide advice or specialist information, including making recommendations for the purchase of technical equipment and resources.

##### 2A.4.3(b) Senior laboratory technician

Work with the Head of Department and Teachers to deliver laboratory services and resources to support the curriculum. Provide assistance to the Head of Department and Science teachers and to undertake tasks associated with the administration and efficient and safe operation of the laboratory. Design, test and demonstrate practical activities and skills to students and staff, including operating specialist scientific equipment. Liaise with teachers on curriculum matters. Responsible for science laboratory policy and procedures and safety audits, including compliance with all permits and chemical management systems.

### 2A.5 Grade 4

#### 2A.5.1 Positions which may be classified as Grade 4:

##### a) Librarian

#### 2A.5.2 Characteristics

Positions at this level require a relevant Bachelor's Degree in addition to significant experience, expertise and managerial skills in systems, resources and personnel. An Employee at this level has a high degree of autonomy receiving minimal direction and instruction and uses independent judgment and initiative to instigate, develop and implement key policy initiatives. They are generally responsible for supervising, training and directing the work of other Employees.

#### 2A.5.3 Typical duties

##### 2A.5.3(a) Librarian

Where a Librarian, other than a Teacher Librarian, is in sole charge of managing the library. Work with teachers and school leaders to deliver library services and resources to support the curriculum. An employee at this level will have policy, risk management, compliance and reporting accountabilities and is responsible for the management of all personnel, procedures and systems for the delivery of a broad and complex range of services across the whole school.

**SCHEDULE 2B SALARIES (CLASSROOM AND CURRICULUM RESOURCES OR SERVICES EMPLOYEES WITH SCHOOL HOLIDAYS ENGAGED UNDER PART 4)**

**2B.1 Annual Salary**

2B.1.1 A Full time Employee in receipt of School Holidays will be paid not less than the relevant salary specified for the Employee’s classification and experience level. The salaries specified in this Schedule are based on 48/52 of the salaries specified in Schedule 2C.

<b>Schedule 2B - Salaries (Classroom and Curriculum Resources or Services employees) in receipt of School Holidays)</b>				
<b>Level</b>	<b>1 Feb 2023</b>	<b>1 Feb 2024</b>	<b>1 Feb 2025</b>	<b>1 Feb 2026</b>
Grade 1.1	\$47,443	\$48,867	\$50,333	\$51,339
1.2	\$49,179	\$50,655	\$52,174	\$53,218
1.3	\$50,895	\$52,422	\$53,994	\$55,074
Grade 2.1	\$51,283	\$52,821	\$54,406	\$55,494
2.2	\$53,415	\$55,017	\$56,668	\$57,801
2.3	\$57,395	\$59,117	\$60,890	\$62,108
Grade 3.1	\$58,981	\$60,750	\$62,573	\$63,824
3.2	\$62,191	\$64,056	\$65,978	\$67,298
3.3	\$65,379	\$67,341	\$69,361	\$70,748
Grade 4.1	\$65,379	\$67,341	\$69,361	\$70,748
4.2	\$66,982	\$68,992	\$71,062	\$72,483
4.3	\$68,574	\$70,631	\$72,750	\$74,205
4.4	\$70,166	\$72,271	\$74,439	\$75,928

2B.1.2 An Employee employed in a position that is not covered by a classification (Schedule 2A) is entitled to be paid not less than a Grade 1 salary.

**2B.2 Back pay**

An Employee paid pursuant to the table in Sch.2B.1 who is employed at the date the Agreement commences operation will be back paid to 1 February 2023.

**2B.3 Weekly Salary**

The weekly salary is calculated by dividing the annual salary by 52.18

**2B.4 Part Time Salary**

A Part Time Assistant will be paid pro rata of the salary that the Assistant would be entitled to receive if employed as a Full Time Assistant. The pro rata weekly salary is calculated using the following formula:

$$\frac{\text{Total hours employed per week}}{38 \text{ Hrs}} \times \text{appropriate full-time weekly salary}$$

**2B.5 Incremental advancement**

2B.4.1 Advancement to the next increment within the appropriate Grade will take place on the anniversary of an Employee's first appointment or in the case of non-continuous service, after the completion of the equivalent of a School Year. An Employee employed for 50 per cent or less of full-time working hours will be required to complete 24 months' service before advancement.

2B.4.2 Service for the purposes of this clause will include all service in any other school at the grade to which the Employee is appointed.

**2B.6 Casual Rate of Pay**

2B.5.1 A Casual Employee will be paid an hourly rate of pay calculated as follows:

$$\frac{\text{Weekly Salary in Schedule 2B for 1st year of experience for the appropriate grade}}{38 \text{ hrs}} \times 1.25$$

2B.5.2 The 25 per cent loading incorporated in the rate of pay is in lieu of any entitlement under this Agreement to annual leave or School Holidays, leave loading, personal/carer's leave and paid compassionate leave.

**SCHEDULE 2C SALARIES (CLASSROOM AND CURRICULUM RESOURCES OR SERVICES EMPLOYEES ENGAGED UNDER PART 5)**

**2C.1 Annual Salary**

2C.1.1 A Full time Employee in receipt of annual leave will be paid not less than the relevant salary specified for the Employee’s classification and experience level.

<b>Schedule 2C - Salaries (Classroom and Curriculum Resources or Services employees) in receipt of Annual Leave)</b>				
<b>Level</b>	<b>1 Feb 2023</b>	<b>1 Feb 2024</b>	<b>1 Feb 2025</b>	<b>1 Feb 2026</b>
Grade 1.1	\$46,451	\$47,845	\$49,280	\$50,266
1.2	\$49,364	\$50,844	\$52,370	\$53,417
1.3	\$52,207	\$53,773	\$55,386	\$56,494
Grade 2.1	\$55,080	\$56,733	\$58,435	\$59,603
2.2	\$57,953	\$59,692	\$61,483	\$62,712
2.3	\$62,258	\$64,126	\$66,050	\$67,371
Grade 3.1	\$63,986	\$65,905	\$67,882	\$69,240
3.2	\$67,462	\$69,486	\$71,570	\$73,002
3.3	\$70,910	\$73,038	\$75,229	\$76,733
Grade 4.1	\$70,910	\$73,038	\$75,229	\$76,733
4.2	\$72,648	\$74,828	\$77,073	\$78,614
4.3	\$74,375	\$76,606	\$78,904	\$80,482
4.4	\$76,102	\$78,385	\$80,737	\$82,352

2C.1.2 An Employee employed in a position that is not covered by a classification (Schedule 2A) is entitled to be paid not less than the relevant Grade 1 salary.

**2C.2 Back pay**

An Employee paid pursuant to the table in Sch.2C.1 who is employed at the date the Agreement commences operation will be back paid to 1 February 2023.

**2C.3 Weekly Salary**

The weekly salary is calculated by dividing the annual salary by 52.18.

**2C.4 Part Time Salary**

A Part Time Employee will be paid pro rata of the salary that the Employee would be entitled if employed on a Full Time basis. The pro rata salary is calculated using the following formula:

$$\frac{\text{Total hours employed per week}}{38 \text{ Hrs}} \times \text{appropriate full-time weekly salary}$$

**2C.5 Incremental advancement**

2C.4.1 Advancement to the next increment within the appropriate Grade will take place on the anniversary of an Assistant's Employee's first appointment or in the case of non-continuous service, after the completion of the equivalent of a School Year. An Assistant Employee employed for 50 per cent or less of full-time working hours will be required to complete 24 months' service before advancement.

2C.4.2 Service for the purposes of this clause will include all service in any other school at the grade to which the Assistant Employee is appointed.

**2C.6 Casual Rate of Pay**

2C.5.1 A casual Employee will be paid an hourly rate of pay calculated as follows:

$$\frac{\text{Weekly Salary in Schedule 2C for 1st year of experience for the appropriate grade}}{38 \text{ hrs}} \times 1.25$$

2C.5.2 The 25 per cent loading incorporated in the rate of pay is in lieu of any entitlement under this Agreement to annual leave or School Holidays, leave loading, personal/carer's leave and paid compassionate leave.



## SCHEDULE 3A ADMINISTRATION & MAINTENANCE PERSONNEL CLASSIFICATION STRUCTURE

### Classifying Administration and Maintenance personnel

Positions for staff employed in Administration or Maintenance will be classified in accordance with this Schedule.

**3A.1** Classification will be determined on the basis of the characteristics, skills, qualifications and experience required to perform the role in accordance with this schedule.

LEVEL	INDICATIVE CLASSIFICATION/TITLES	INDICATIVE WORK DESCRIPTIONS
Level 1	Clerical Officer, Grounds/Maintenance Assistants	Roles at this level do not require a qualification or experience upon engagement. An employee at this level performs general or routine tasks performed initially under direction and supervision.
Level 2	Receptionist, Clerical Officer, Grounds/Maintenance Assistants, Bus Drivers	Roles at this level require some knowledge and job skills that are gained either by completing a post-secondary certificate (or approved trade certificate) or by experience. An employee at this level receives minimal supervision to establish objectives and identify potential resources for assistance.
Level 3	Executive Assistants, Graphic Design Employees, International Student Enrolment & Administration Officer, Grounds/ Maintenance Assistant	Roles at this level require knowledge and skills gained by completing a post-secondary Diploma or at least three years' experience. An employee at this level reports to either Head of Department or Senior Managers and is expected to demonstrate initiative and discretion.
Level 4	HR/Payroll Coordinator, Accounts Payable, Accounts Receivable, Clerical Officer, Maintenance Officer or Grounds Assistant	Roles at this level require expertise gained through a combination of qualifications and experience. An employee at this level has responsibility for a specific function within the organisation, operating with a high degree of autonomy and reporting to Head of Department or Senior Managers. An employee may supervise up to two other employees.
Level 5	School Accountant, Registrar	Roles at this level require expertise gained through a combination of qualifications and substantial experience. An employee at this level has responsibility for a specific function within the organisation, operating with a high degree of autonomy and reporting to Department or Senior Managers. An employee may supervise three or more employees.
Level 6	Administrative Manager, Property Manager	Roles at this level require expertise gained through a combination of qualifications and substantial experience, have significant autonomy and report directly to Executive Management.

**SCHEDULE 3B SALARIES (ADMINISTRATION & MAINTENANCE PERSONNEL)**

**3B.1 Annual Salary**

3B.1.1 A Full Time Employee is entitled to be paid not less than the following annual salary relevant to the Employee’s classification.

<b>Schedule 3B - Salaries (Administration &amp; Maintenance Personnel)</b>				
<b>Level</b>	<b>1 Feb 2023</b>	<b>1 Feb 2024</b>	<b>1 Feb 2025</b>	<b>1 Feb 2026</b>
Grade 1.1	\$47,443	\$48,867	\$50,333	\$51,339
1.2	\$49,179	\$50,655	\$52,174	\$53,218
Grade 2.1	\$53,718	\$55,330	\$56,990	\$58,129
2.2	\$54,335	\$55,965	\$57,644	\$58,797
2.3	\$54,961	\$56,610	\$58,308	\$59,474
2.4	\$55,642	\$57,311	\$59,031	\$60,211
Grade 3.1	\$58,658	\$60,418	\$62,230	\$63,475
3.2	\$59,274	\$61,052	\$62,884	\$64,142
3.3	\$59,956	\$61,755	\$63,608	\$64,880
Grade 4.1	\$64,028	\$65,949	\$67,927	\$69,286
4.2	\$64,764	\$66,707	\$68,708	\$70,082
4.3	\$65,506	\$67,471	\$69,496	\$70,885
Grade 5.1	\$73,252	\$75,450	\$77,713	\$79,268
5.2	\$74,093	\$76,316	\$78,605	\$80,177
5.3	\$74,945	\$77,193	\$79,509	\$81,099
Grade 6.1	\$80,306	\$82,715	\$85,196	\$86,900
6.2	\$81,229	\$83,665	\$86,175	\$87,899

3B.1.2 The Employee may apply for a performance review to the Principal or the Chief Financial Officer.

**3B.2 Back pay**

An Employee paid pursuant to the table in Sch.3B.1 who is employed at the date the Agreement commences operation will be back paid to 1 February 2023.

**3B.3 Weekly Salary**

The weekly salary is calculated by dividing the annual rate of pay by 52.18.

**3B.4 Part Time Salary**

A Part Time Employee under this Schedule is paid per hour worked an amount not less than 1/38<sup>th</sup> of the weekly rate of appropriate to the Employee’s classification.

**3B.5 Casual Rate of Pay**

A Casual Employee under this Schedule is paid per hour worked an amount not less than 1/38<sup>th</sup> of the weekly rate of pay appropriate to the class of work performed plus 25 per cent.

## **SCHEDULE 4A WELLBEING PERSONNEL CLASSIFICATION STRUCTURE**

### **Classifying Wellbeing personnel**

**4A.1** Classification for staff employed in the School's Wellbeing Services and Health Centre to support the health and wellbeing of students, and employees, where appropriate, will be determined on the basis of the characteristics, skills, qualifications and experience required to perform the role in accordance with this schedule.

### **4A.2 Wellbeing Personnel – Clinicians**

#### **4A.2.1 School Nurse Level 1 (Sole)**

A Division 1 Nurse appointed as such who provides primary nursing care with its associated administrative duties.

#### **4A.2.2 School Nurse Level 2 (Sole)**

A Division 1 Nurse appointed as such who, in addition to performing Level 1 functions, provides health advice and education and may act in a resource capacity to the school community.

### **4A.3 Wellbeing Personnel – Mental Health Professionals**

#### **4A.3.1 School Counsellor / Youth Worker**

An appropriately qualified Counsellor or Youth Worker appointed as such who provides primary mental and emotional health care with its associated administrative duties, and refers on to appropriate mental health services for longer term or ongoing care and support.

#### **4A.3.2 School Psychologist Level 1**

A qualified clinical, provisional or registered Psychologist appointed as such who performs the functions listed at 4A.3.1.

#### **4A.3.3 School Psychologist Level 2**

A qualified clinical or registered Psychologist appointed as such who, in addition to performing functions listed at 4A.3.1 administers psychological tests and assessments, provides mental health advice and education and may act in a resource capacity to the school community (at the direction of the Principal).

**SCHEDULE 4B SALARIES (WELLBEING PERSONNEL)**

**4B.1** Wellbeing Personnel employed full time, term time only, is entitled to be paid not less than the following annual salary relevant to the Employee’s classification.

<b>Schedule 4B - Salaries (Wellbeing Personnel)</b>				
<b>Level</b>	<b>1 Feb 2023</b>	<b>1 Feb 2024</b>	<b>1 Feb 2025</b>	<b>1 Feb 2026</b>
<b>Wellbeing Personnel – Clinicians</b>				
School Nurse (Sole) Level 1	\$64,044	\$65,965	\$67,944	\$69,303
School Nurse (Sole) Level 2	\$65,427	\$67,390	\$69,412	\$70,800
<b>Wellbeing Personnel – Mental Health Professionals</b>				
School Counsellor or Youth Worker	\$67,073	\$69,085	\$71,158	\$72,581
School Psychologist – Level 1	\$69,003	\$71,073	\$73,205	\$75,401
School Psychologist – Level 2	\$77,786	\$80,120	\$82,523	\$84,174

**4B.2 Back pay**

An Employee paid pursuant to the table in Sch.4B.1 who is employed at the date the Agreement commences operation will be back paid to 1 February 2023.

**4B.3** The salaries specified in this table are for -Wellbeing Personnel in receipt of School Holidays and have been adjusted to take this additional leave into account.

**4B.4** The Employee may apply for a performance review to the Principal or the Chief Financial Officer.

## **SCHEDULE 5A ICT PERSONNEL CLASSIFICATION STRUCTURE**

### **Classifying ICT and AV personnel**

**5A.1** Classification for staff employed in the ICT Department will be determined on the basis of the characteristics, skills, qualifications and experience required to perform the role in accordance with this schedule.

#### **5A.2 Grade 1**

Roles at this level require knowledge and skills that would be gained by completion of a post-secondary certificate or diploma qualification, and/or could also be gained from relevant experience considered equivalent by the Employer. An employee at this level performs a combination of routine functions under supervision and guidance from the Manager – Technology Services. They may exercise a limited degree of autonomy and discretion.

#### **5A.3 Grade 2**

Roles at this level require knowledge and skills that would be gained by completion of an Associate Diploma or Bachelor Level qualification and/or could also be gained from relevant experience considered equivalent by the Employer. An employee at this level performs more complex tasks and functions and may exercise a moderate degree of autonomy and discretion. They receive minimal supervision and direction.

#### **5A.4 Grade 3**

Roles at this level require knowledge and skills that would be gained by completion of a Bachelor or Higher Level qualification and/or could also be gained from relevant experience considered equivalent by the Employer. An employee at this level performs complex tasks and functions that affect the whole organisation. They are expected to exercise a high degree of autonomy and discretion and may supervise up to two other employees.

#### **5A.5 Grade 4 – Manager**

Roles at this level require knowledge and skills that would normally be gained by completion of a Bachelor or higher level qualification and relevant experience. The Manager is responsible for the operations of the Technology Services Department, providing leadership for the operations of this department. Under the direction of the Director – Business Operations, the Manager is responsible for department staff, budgeting and operations. The Manager is responsible for scheduling and implementing major work programs with defined guidelines and assisting in developing strategic plans. The Manager operates with a high degree of professional autonomy, working with key stakeholders across the organisation to deliver services.

**SCHEDULE 5B SALARIES (ICT PERSONNEL)**

**5B.1** A Full Time Employee is entitled to be paid not less than the following annual salary relevant to the Employee’s classification.

<b>Schedule 5B - Salaries (ICT Personnel)</b>				
<b>Level</b>	<b>1 Feb 2023</b>	<b>1 Feb 2024</b>	<b>1 Feb 2025</b>	<b>1 Feb 2026</b>
Graduate IT (3 year) Level 1	\$55,443	\$57,107	\$58,820	\$59,996
Graduate IT (4 or 5 year) Level 1	\$56,619	\$58,317	\$60,067	\$61,268
Experienced IT Level 2	\$65,735	\$67,707	\$69,739	\$71,133
Experienced IT Level 3	\$72,042	\$74,204	\$76,430	\$77,958
Experienced IT Level 4	\$81,474	\$83,918	\$86,435	\$88,164

**5B.2 Back pay**

An Employee paid pursuant to the table in Sch.5B.1 who is employed at the date the Agreement commences operation will be back paid to 1 February 2023.

**5B.3** The Employee may apply for a performance review to the Principal or the Chief Financial Officer.

**SCHEDULE 6A POSITIONS OF RESPONSIBILITY STRUCTURE**

**6A.1 Eligibility**

- 6A.1.1 Where an Employee is required to perform a task as a major part of their position, that would warrant promotion to a higher level, then the Employee will be paid a responsibility allowance to reflect the additional responsibility (and the training/qualification status) required.
- 6A.1.2 The allowance is linked to a position of responsibility rather than tied to an individual Employee.
- 6A.1.3 The Principal determines who is eligible for the allowance.

**6A.2 Notification**

- 6A.2.1 The Principal will provide written advice to an Employee in receipt of a rate of pay of the position, its tenure, the duties required and the amount to be paid. If, for any reason, it is requirement of the position to attend during the period of Non Term Weeks the Employee will be advised at the time of offer.
- 6A.2.2 The Principal will advise the Employee of the level to which the position equates in accordance with 6A.3.

**6A.3 Structure of Responsibility Allowances**

6A.3.1 Examples of Level Classifications for Middle Management - Positions of Responsibility

- Level 1** VET Coordinator; and any other as defined in the future by the Principal.
- Level 2** Learning Design Leaders; Heads of House; Alumni Tutor Program Coordinator (After-Hours Homework classes); Learning Design Leaders; and any other as defined in the future by the Principal.
- Level 3** Deputy Heads of School; Heads of Students; Heads of Academics; Department Heads (Years 7 -12) in the following departments Commerce, EAL, English, Health and Physical Education (HPE), Humanities, Languages, Mathematics, Science, Sport, Technology, Art and Design (TAD), Daily Organiser, and any others as defined in the future by the Principal.

**SCHEDULE 6B POSITIONS OF RESPONSIBILITY ALLOWANCES**

**6B.1 Rates of Pay**

The following rates of pay apply to a position of responsibility.

<b>6B Positions of Responsibility Allowances</b>				
Level	Commencement of Agreement	1 Feb 2024	1 Feb 2025	1 Feb 2026
Level 1	\$2,539	\$2,616	\$2,694	\$2,748
Level 2	\$4,229	\$4,356	\$4,486	\$4,576
Level 3	\$7,608	\$7,836	\$8,071	\$8,233

6B.2 Where the position of responsibility is shared, the payment may also be shared.

**SCHEDULE 7A SALARIES AND CLASSIFICATION STRUCTURE FOR MUSIC TUTORS**

**7A.1 Salaries**

A Music Tutor will be classified in accordance with 7A.2 and paid a rate of pay in accordance with the following table:

<b>7A Salaries and Classification Structure for Music Tutors</b>				
<b>Level</b>	<b>1 Feb 2023</b>	<b>1 Feb 2024</b>	<b>1 Feb 2025</b>	<b>1 Feb 2026</b>
MT1	\$80,397	\$82,808	\$85,293	\$86,999
MT2	\$82,670	\$85,150	\$87,705	\$89,459
MT3	\$85,247	\$87,805	\$90,439	\$92,248
MT4	\$87,916	\$90,553	\$93,270	\$95,135
MT5	\$91,136	\$93,870	\$96,686	\$98,620
MT6	\$94,930	\$97,778	\$100,711	\$102,726

**7A.2 Back pay**

An Employee paid pursuant to the table in Sch.7A.1 who is employed at the date the Agreement commences operation will be back paid to 1 February 2023.

**7A.3 Classifications**

7A.2.1 A Music Tutor will commence at MT1 and will increment to MT6 on the anniversary of the Music Tutor’s appointment, or in the case of non-continuous service, after the completion of the equivalent School Year.

7A.2.2 A Music Tutor employed for 40% or less of a full-time load will be required to complete 24 months’ service before progressing to the next level.

**SCHEDULE 7B CASUAL RATES OF PAY (MUSIC DEPARTMENT PRIVATE LESSONS)**

**7B.1** This payment is subject to a time sheet submitted by the Music Tutor and authorised by the Employee’s supervisor.

**7B.2** Time sheets must be submitted on a fortnightly basis.

<b>7B Casual Rates of Pay (MDPL)</b>				
<b>Level</b>	<b>Commencement of Agreement</b>	<b>1 Feb 2024</b>	<b>1 Feb 2025</b>	<b>1 Feb 2026</b>
Individual Lessons	\$83	\$86	\$89	\$90
Group Lessons	\$92	\$94	\$97	\$99





# The Knox School

CO-EDUCATIONAL | ELC TO VCE

## IN THE FAIR WORK COMMISSION

FWC Matter No.:  
AG2023/4523

Applicant:  
The Knox School Limited

Section 185 – Application for approval of a single enterprise agreement

## Undertaking – Section 190

I, Nicola Joanne Kirkup, Principal and Chief Executive have the authority given to me by The Knox School Limited to give the following undertakings with respect to The Knox School Enterprise Agreement 2023 ("the Agreement"):

1. The Knox School undertakes to apply the following salary table at Sch.4B.1 replacing the equivalent table in the Agreement, as follows:

### SCHEDULE 4B SALARIES (WELLBEING PERSONNEL)

**4B.1** Wellbeing Personnel employed full time, term time only, is entitled to be paid not less than the following annual salary relevant to the Employee's classification.

Schedule 4B - Salaries (Wellbeing Personnel)				
Level	1 Feb 2023	1 Feb 2024	1 Feb 2025	1 Feb 2026
<b>Wellbeing Personnel – Clinicians</b>				
School Nurse (Sole) Level 1	\$64,684	\$66,625	\$68,624	\$69,996
School Nurse (Sole) Level 2	\$71,315	\$73,454	\$75,658	\$77,171
<b>Wellbeing Personnel – Mental Health Professionals</b>				
School Counsellor or Youth Worker	\$67,073	\$69,085	\$71,158	\$72,581
School Psychologist – Level 1	\$69,003	\$71,073	\$73,205	\$75,401
School Psychologist – Level 2	\$77,786	\$80,120	\$82,523	\$84,174

This undertaking is provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.

  
Signature

04/12/2023  
Date

# CONTACT THE IEU

## STREET ADDRESS

120 Clarendon Street, Southbank, Victoria 3006

## POSTAL ADDRESS

PO Box 1320, South Melbourne, Victoria 3205

## TELEPHONE

(03) 9254 1860

## FREECALL

1800 622 889 (Country Members)

## EMAIL

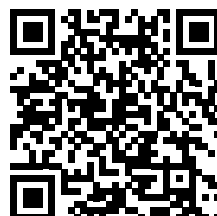
[info@ieuvictas.org.au](mailto:info@ieuvictas.org.au)

## WEBSITE

[www.ieuvictas.org.au](http://www.ieuvictas.org.au)

## SOCIAL MEDIA

@ieuvictas



**Join the IEU  
online today**

[ieuvictas.org.au/join](http://ieuvictas.org.au/join)

# This Agreement was won through the solidarity and collective strength of IEU members in this workplace.

The IEU is the collective voice and leading advocate for staff in Victorian independent schools. We've achieved higher wages and better conditions, enforceable consultation provisions, paid parental leave, improved employment security and better salaries for Education Support staff.

These wins have come through active member campaigns, Agreement negotiations, and robust enforcement of conditions. We continue to fight to improve the working lives and professional development of teachers and education support staff.

